



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, October 6, 2016 • 9:00 a.m.

Los Angeles County Sheriff's Department  
The Hertzberg Davis Forensic Science Center  
1800 Paseo Rancho Castilla, Garcia Conference Room #219B  
Los Angeles, CA 90032.

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

#### **AGENDA POSTED: September 30, 2016**

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

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#### **Members:**

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Jim McDonnell**, Chair, Sheriff, County of Los Angeles Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Larry Giannone**, Chief of Police, City of Sierra Madre Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Michael Langston**, Chief of Police, City of Signal Hill Police Dept.
10. **Kim Raney**, Chief of Police, City of Covina Police Dept.

#### **Alternates:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Chris Bundesen**, Asst., Fire Chief, County of Los Angeles Fire Dept.  
**Dean Gialamas**, Division Dir., County of Los Angeles Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Joe Ortiz**, Captain, City of Sierra Madre Police Dept.  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**Chris Nunley**, Captain, City of Signal Hill Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

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#### **Officers:**

**John Radeleff**, Interim Executive Director  
**John Naimo**, County of Los Angeles Auditor-Controller  
**Joseph Kelly**, County of Los Angeles, Treasurer and Tax Collector  
**Priscilla Lara**, Board Secretary



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

**III. APPROVAL OF MINUTES (A)**

A. September 8, 2016 – Regular Meeting Minutes

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (None)**

**VI. REPORTS (B-C)**

B. Director’s Report – John Radeleff

C. Project Manager’s Report – Chris Odenthal

Agenda Item C

**VII. DISCUSSION ITEMS (D-E)**

D. Assessment of LA-RICS Deliverable

Agenda Item D

E. Outreach Update

Agenda Item E

**VIII. ADMINISTRATIVE MATTERS (F)**

**F. APPROVE AMENDMENT NO. 21 TO AGREEMENT NO. LA-RICS 007 FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
– LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:



1. Make the following findings:
  - a. Find that including the Johnstone Peak 2 (JPK2) site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, (1) is within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System Land Mobile Radio (LMR) System, which your Board certified as compliant with the California Environmental Quality Act (CEQA) on March 29, 2016, and (2) there are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA.
  - b. Adopt the Findings of Fact and Statement of Overriding Considerations for the JPK2 site included as Enclosure 2, determining that the significant adverse effects of implementing the LMR System at the JPK2 site have either been reduced to an acceptable level or that it is infeasible to do so, and concluding that the benefits of implementing the LMR System at the JPK2 site outweigh its significant and unavoidable impacts.
  - c. Find that specific economic, legal, social, technological, or other considerations since March 29, 2016, have made the LMR System project infeasible at the Johnstone Peak (JPK) site, one of the 44 LMR System project sites in the Final EIR approved by your Board on March 29, 2016.
  - d. Find that changes necessary to reflect the reconciliation of ten (10) LMR System Sites to align with the updated LMR System Design are within the scope of the impacts analyzed in the Final EIR for the LMR System your Board certified on March 29, 2016, and there are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA.
2. Approve Amendment No. 21 (Enclosure 1) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
  - a. Make changes necessary to reflect the replacement of the Johnstone Peak (JPK) site with the Johnstone Peak 2 (JPK2) site by (1) removing the JPK site from the scope of Phase 1 (System Design), Phase 2 (Site



Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same. The scope, cost, and all associated Work for Phases 1 through 4 for the JPK2 replacement site shall be equivalent to that of the JPK site, resulting in a cost neutral replacement.

- b. Authorize the Authority to exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for the Johnstone Peak 2 site, which is described and analyzed in the Final EIR.
  - c. Make changes necessary to reflect the reconciliation of ten (10) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$804,962.
  - d. Remove Project Description Work and corresponding costs from the scope of Phase 1 (LMR System Design) Work for five (5) LMR System Sites as this work is no longer required for a cost decrease in the amount of \$58,370.
3. Authorize an increase to the Maximum Contract Sum by \$746,592 (\$804,962 - \$58,370), when taking the cost increases and decreases into consideration to \$285,950,390.
  4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 21.
  5. Delegate authority to the Interim Executive Director to execute Amendment No. 21, in substantially similar form, to the enclosed Amendment (Enclosure 1).

Agenda Item F

**IX. MISCELLANEOUS – NONE**

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



**XI. CLOSED SESSION REPORT**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Government Code Section 54957(b)(1))  
Title: Executive Director / Interim Executive Director
2. PUBLIC EMPLOYMENT  
(Government Code Section 54957(b)(1))  
Title: Executive Director / Interim Executive Director
3. CONFERENCE WITH LABOR NEGOTIATORS  
(Government Code Section 54957.6)  
Labor Negotiator: County Counsel

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, November 3, 2016, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards 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.)*

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

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 at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

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



# BOARD OF DIRECTORS MEETING MINUTES

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

September 8, 2016  
The Hertzberg Davis Forensic Science Center  
1800 Paseo Rancho Castilla, Conference Room 263  
Los Angeles, CA 90032

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**Board Members Present:**

**Cathy Chidester**, Director, EMS Agency, County of Los Angeles Department of Health Services

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**Alternates For Board Members Present:**

**John Geiger**, General Manager, CEO, County of Los Angeles

**Chris Bundesen**, Asst., Fire Chief, County of Los Angeles Fire Dept.

**Dean Gialamas**, Division Dir., Los Angeles County Sheriff's Dept.

**Joe Ortiz**, Captain, City of Sierra Madre Police Dept.

**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.

**David Povero**, Captain, City of Covina Police Dept.

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**Officers Present:**

**John Radeleff**, LA-RICS Interim Executive Director

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**Absent:**

**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.

**Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.

**Michael Langston**, Chief of Police, City of Signal Hill Police Dept.



**I. CALL TO ORDER**

Director Dean Gialamas called the meeting of the Board to order.

**II. ANNOUNCE QUORUM – Roll Call**

Director Gialamas acknowledged that a quorum was present and asked for a roll call.

**III. APPROVAL OF MINUTES (A)**

**A. July 7, 2016 – Regular Meeting Minutes (Revised)**

Agenda Item A

**B. August 4, 2016 – Regular Meeting Minutes**

Agenda Item B

Director Gialamas asked for a motion to approve both sets of minutes, Board Member Chidester motioned first, seconded by Alternate Member Bundesen.

Ayes 7: Geiger, Bundesen, Gialamas, Chidester, Ortiz, Rodarte, and Povero

**MOTION APPROVED**

**IV. PUBLIC COMMENTS – (None)**

**V. CONSENT CALENDAR – (None)**

**VI. REPORTS (C-D)**

**C. Director's Report – John Radeleff**

Interim Executive Director Radeleff stated he has been working with LA-RICS for six months and acknowledges staff for all their hard work. Interim Executive Director Radeleff and Jacobs Program Manager Chris Odenthal attended a Federal Forum Meeting in Phoenix, Arizona to present the LTE System to approximately 50 agencies. The presentation went very well. LA-RICS staff held a demonstration meeting for the Health Services Department, Emergency Medical Services (EMS) Division for EMS Director and Board Member Cathy Chidester and her staff. Interim Executive Director Radeleff stated he heard good feedback from the demonstration. Board Member Chidester stated the staff was pleased with the presentation and a better understanding on how the systems can be used for her staff in the medical field. Board Member Chidester also recommended to Board Members to take key





staff to the demonstration meetings to help understand how the systems can benefit their agencies. Interim Executive Director Radeleff stated another demonstration was held at the Sheriff's Department to show the capabilities of the systems. Interim Executive Director Radeleff suggested to the Board sending staff to attend the FirstNet meeting, which will consist of a presentation on the framework and functionality of FirstNet on September 20, 2016. Alternate Member Geiger asked when FirstNet is selecting a vendor. Interim Executive Director Radeleff stated in November.

Interim Executive Director Radeleff provided a status on LTE and stated that we are finalizing Part 2 plans and will be submitting them to NTIA this month. Once approved, funds should be released sometime in October. The Oversight Committee approved an amendment to allow for a no cost extension on the Motorola warranty on the PSBN / LTE contract.

In regards to the LMR grant extension, it is with FEMA and we are expecting it back within the next couple of weeks. A Construction waiver has been granted for all 67 sites with extensions pending to allow for work to resume. In regards to the status of the UASI grant extension, CalOES' perception is that there is a change in the spending plan; we have a meeting scheduled for September 19<sup>th</sup> to discuss the construction process. Once the meeting has occurred, our hope is FEMA and CalOES will approve the extension with a clear understanding of our projects' construction / deployment process. Alternate Member Geiger asked who the point of contact at CalOES is, Interim Executive Director Radeleff stated Catherine Lewis. Director Gialamas stated to let them know if the Board can help expedite the process.

#### D. Project Manager's Report – Chris Odenthal

Jacobs Project Manager Chris Odenthal stated the Jacobs Monthly Report has changed to help the Board better understand the progress of the project. The purpose of the report is to simplify it and to provide visuals to illustrate the progress. For the Public Safety Broadband Network (PSBN), all 63 sites are complete, we have been doing Acceptance Testing Plan (ATP) testing and Motorola has submitted for work acceptance for many of those sites. By the next Board meeting all the sites should be complete, so that we can close out all the construction on LTE Part 1. In regards to the status on the LTE COWs they are still under construction with SCE. Status on the operations, training is ongoing throughout the rest of this calendar year and likely into next year to ensure that all the staff is trained for the operations of this network.

In regards to LTE Part 2 there is the potential for 25-30 sites to be added to the PSBN system, with 51 sites that we are currently examining as part of LTE Part 2, which will form part of a deployment plan that we will deliver to NTIA this month.



We have budgetary constraints but we will build as many sites as we can to benefit the coverage in the area. We are walking through the RF design and taking a look at the backhaul and will have a better understanding of the Part 2 deployment once the plan is approved and funds are released.

Jacobs Project Manager Odenthal stated the status on LMR environmental has progressed and we have submitted documentation for clearances for various groups of sites and are expecting FEMA/CalOES to make a determination on the extension request soon. When FEMA/CalOES makes their decision and grants the extension we can expect a release of LMR sites from the environmental process and construction to begin once permits have been received. The next nine sites that we are planning to build-out have been contractually true-up by the Authority, Jacobs, and Motorola and we have worked through the details to provide to the Board today in agenda item G; it has been a long process for the first nine sites. We expect the remaining to process much quicker.

## **VII. DISCUSSION ITEMS (E-F)**

### **E. Assessment of LA-RICS Deliverable**

Interim Executive Director Radeleff stated this is the public release of the LA-RICS assessment report. Director Gialamas stated there is no Board action on this item, other than to receive and file. This is the document that we asked Interim Executive Director Radeleff to put together as a result of assuming his role as Interim Executive Director. Do any Board Members have any questions or comments, if necessary we can include an item at the next meeting to further discuss. The assessment is primarily recommendations that Interim Executive Radeleff has put together for us to consider.

Agenda Item E

### **F. Outreach Update**

Interim Executive Director Radeleff stated Item F is the Outreach Update, no items to discuss unless the Board has any questions.

Agenda Item F

## **VIII. ADMINISTRATIVE MATTERS (G)**

### **G. APPROVE AMENDMENT NO. 20 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM**



Administrative Manager Jeanette Arismendez presented Amendment No. 20 to the LMR contract to the Board, requesting the Board:

1. Approve Amendment No. 20 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
  - a. Make changes necessary to reflect the reconciliation for nine (9) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$367,144.
  - b. Include 3D Modeling Work for certain LMR System Sites for a cost increase in the amount of \$6,534.
3. Remove Site Lease Exhibit Work for certain LMR System Sites and corresponding costs for a cost decrease in the amount of \$14,884.
4. Authorize an increase in the Maximum Contract Sum by \$358,794 (\$367,144 + \$6,534 - \$14,884) when taking the cost increases and decreases into consideration from \$284,877,023 to \$285,235,817.
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 20.
6. Delegate authority to the Interim Executive Director to execute Amendment No. 20, in substantially similar form, to the enclosed Amendment (Enclosure).

#### Agenda Item G

Director Gialamas asked for a motion to approve, Alternate Board Member Bundesen motioned first, seconded by Alternate Board Member Gieger.

Ayes 7: Geiger, Bundesen, Gialamas, Chidester, Ortiz, Rodarte, and Povero

#### **MOTION APPROVED**

#### **IX. MISCELLANEOUS – (None)**

Director Gialamas stated the Board has a recognition award for Pat Mallon on behalf of LA-RICS Authority Board of Directors to recognize him for many years of service and dedication to this organization. Director Gialamas presented a letter and token of appreciation. Pat Mallon accepted and acknowledged the recognition from the Board of Directors.



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

**XI. CLOSED SESSION REPORT**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Government Code Section 54957(b)(1))  
Title: Executive Director / Interim Executive Director
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Title: Executive Director / Interim Executive Director
3. CONFERENCE WITH LABOR NEGOTIATORS  
(Government Code Section 54957.6)

The Board entered into Closed Session at 9:43 a.m., and returned to Open Session at 10:11 a.m.; the Brown Act requires no report.

**XII. ADJOURNMENT and NEXT MEETING:**

Director Gialamas announced adjournment of this meeting at 10:12 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, October 6, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



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# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

Events of 9-11-01 have highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs. Most agencies utilize separate radio towers and equipment, often co-located as seen here, and separate radio frequencies.

Currently, there is duplication of costs and first responders cannot communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project Vision is to construct, own, operate, and maintain a regional, interoperable public safety radio system. The program will establish a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled and the current infrastructure utilized wherever practical. New FCC licensed broadband spectrum will be utilized.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network will utilize a pool of 88 existing communications sites and (2) Long Term Evolution (LTE) broadband data network will utilize a pool of 231 existing communications sites. Both systems will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across 5 program phases for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

## *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc.



**Monthly Report No. 54**

**For September, 2016**

**Submitted September 27, 2016**

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## LTE-1 UPDATES

### Site/Civil/Closeout

- Construction is completed on all sites with the exception of the COW sites which are to be completed late November/early December.
- Received 90% complete close-out books for all 63 static sites.

### Network/ATPS

- For ATP review all (63) sites were visited by a representative from the following agencies MSI, Jacobs, Televate, and County (or appropriate land owning agency). A technical and physical evaluation for alarms has been tested and documented on a site by site basis. All deficiencies were recorded by the technical and civil teams. A punch list was created by both MSI and LARICS for those (63) sites providing the next steps to review all of the failed alarm activities recorded from the acceptance tests (ATPs).
- For all the sites containing punch list items, operations created trouble tickets within the system allowing our technicians at the NOC (Network Operations Center) to observe the re-test activities for each site as MSI completes the re-test and final close out for document submission and system acceptance. These task are on-going and are schedule for completion by mid-September.

### SCE COWS

- SCE is currently under construction on all 9 COW's providing infrastructure for both utilities (power and fiber/backhaul).
- The schedule is as follows:
  - i. 5 of the 9 COWS's have all infrastructure completed.
  - ii. The remaining 4 COW's are slated for completion by September 15.
  - iii. Hardware installation and fiber splicing is ongoing.
  - iv. Connectivity for both power and fiber is scheduled for completion on all sites by September 26.
  - v. MSI is preparing the COW's for integration into the Network soon after the R9 software upgrade stipulated in the contract. This upgrade to the Core must be completed before the commissioning for each COW and prior to integration into the Network.
  - vi. Integration for the COW's are scheduled to begin in late October or early November.

### Operations

- Operations classes will be on-going through the end of the year and should be the final piece to provide LA-RICS the essential tools required to operate and maintain the PSBN Network. Both of the NOC's (Network Operations Centers) are currently in operations and manned 5 days a week by an LARICS technician.

### Special Events

- The Sheriff & LA County Fire provide demonstrations for government agencies, institutions providing insight into the PSBN technology. The functionality and use of devices, cameras including existing and future applications. The schedule for these events are listed below:

10/5: California First Responders Network Board at LARICSHQ (requires FCCF)

10/6: East Patrol Division Demo @ 9:00 AM (requires WAL, PHN, LASDIDT)

10/19 IACP FirstNet presentation

10/21: FirstNet Sheriff/Police Chief briefing

10/20: LACo Police Chief's Association meeting – Quiet Canon Montebello

10/27: CPRA Table Top Event - Quiet Canon Montebello

11/2-3: IWCE Critical LTE Communications Forum, Chicago

## LTE-2 UPDATES

### Site I.D., Justification

- Completed 51 Site Candidate Information Packages (SCIP) .
- Commenced initial site walk, final site walk, SAA, and environmental analysis scheduling.

### RF Design

- In-depth RF design to ensure all potential holes were identified.
- Reviewed each search ring and identified potential candidates.
- Created detailed paper analysis of each SCIP to use and work with RF engineering to determine viability of each candidate.

### Backhaul Design

- Initial Backhaul design completed by Televate and is under review.

### MSI Negotiations

- Negotiations have not started yet, internal review and redlining of Phase 1 of PSBN agreement is underway. A meeting to discuss LTE2 with MSI has not yet been scheduled.

### Budget

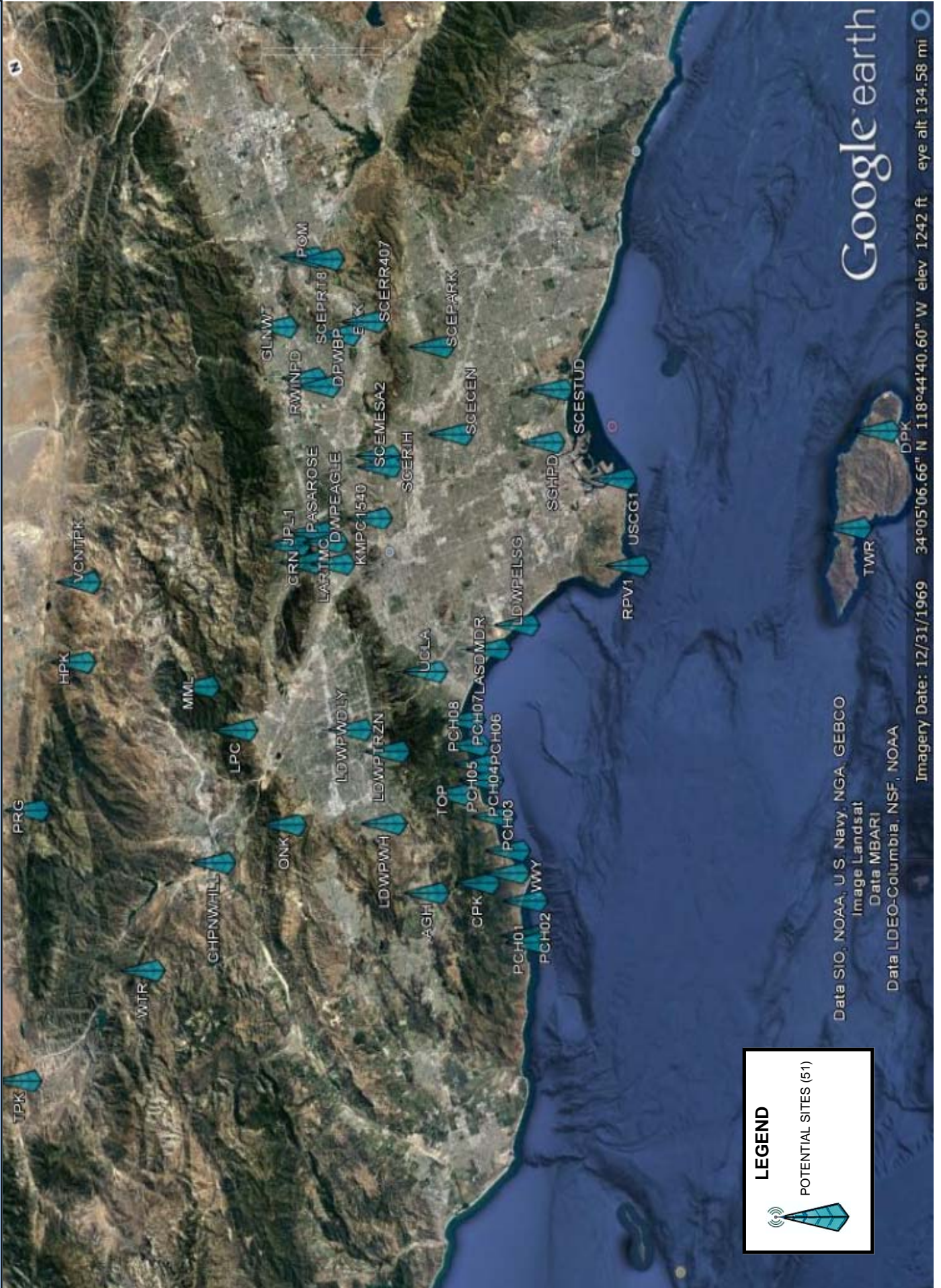
- The remaining BTOP budget is approximately \$37 million and will be used to build out additional sites as well as assist in application development and network management.
- Individual site budgets have been completed defining sites by raw land, co-locate, and roof top.
- Final narrative of the LTE2 plan in conjunction with the budget is being revised and should be finalized by the first week of March for NTIA review.

### Environmental

- Performed preliminary biologist and/or archaeologist site walks.
- Continued review of 51 candidate sites.
- Continued review of electronic hazardous substance databases.
- Continued development of in-house CEQA and NEPA, compliance databases.
- Continued analysis of NHPA and ESA compliance streams to determine schedule.
- Commenced stratification of sites into environmental risk categories.



# POTENTIAL LTE-2 SITES (51)





## LMR UPDATES

### Environmental Update

- Jacobs attended a meeting with staff from the Authority, FEMA, Cal OES, and the LA City mayor's office on September 19 to discuss grant funding.
- Jacobs submitted a draft cultural resources report to the USFS on 6 September.
- Jacobs continued preparation of data packages for the Group 4 sites.
- Jacobs submitted a Findings of Fact and Statement of Overriding Considerations for Site JPK2 on September 26 for approval at the October Board meeting.
- Continued to work with Pyramid and FCS on their WEAP (environmental compliance document) and compliance reporting requirements. Attended the first LMR construction activity (geotechnical investigation) at Site FCCF on September 23.
- Jacobs attended site design walks with the Authority and MSI.
- Jacobs continued environmental analysis of the 9 feasibility sites, including reviewing for STATEX, preparation of a supplement to the BRR, development of FCC 620/621 forms, and preparing exemption packages for sites not subject to SHPO review under the nationwide programmatic agreement.

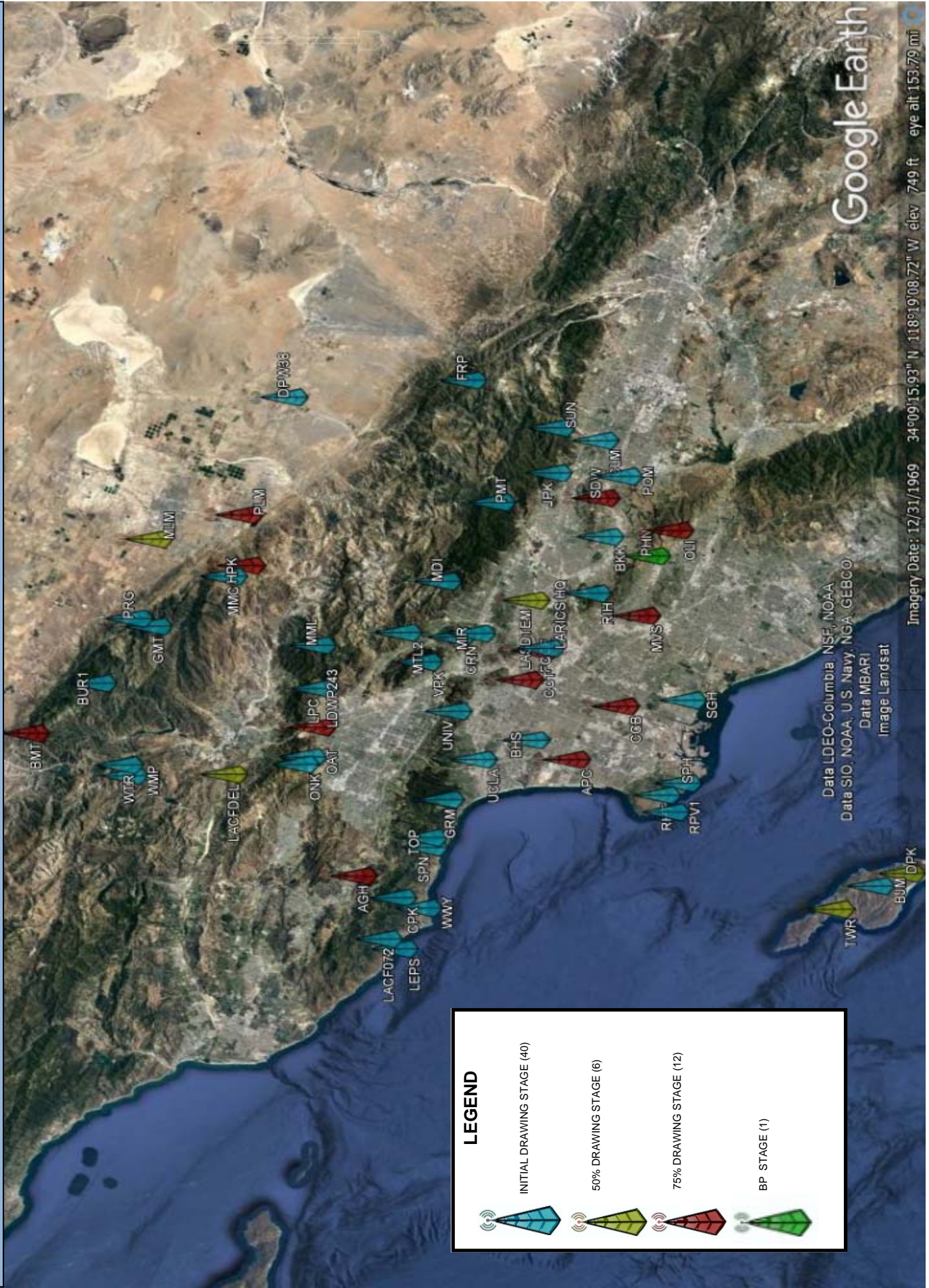
### Budget

- Jacobs and MSI are currently working through contractual True-up for all sites Phases 2-4. An additional nine (9) sites will be presented at the next Board meeting bringing the total site count of eighteen (18) Trued-up sites.

### Site/Civil

- On 9/22/2016 first LMR Building Permit Application was submitted for Puente Hills (PHN) site.
- On 9/23/2016 first LMR geotechnical soils boring was performed for Fire Command Center (FCCF) site.
- 38 each 50% CD's have been received for review and approval by the authority as of 9/27/2016
- 13 each 75% CD's have been received for review and approval by the authority as of 9/27/2016
- 1 each 100% CD's have been received for review and approval by the authority as of 9/27/2016 and was submitted to LA County Department of Public Works for review and Building Permit issuance.
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED)
- As of 9/27/2016, fourteen (14) executed SAA's are in place

# LMR SITES



**LEGEND**

- INITIAL DRAWING STAGE (40)
- 50% DRAWING STAGE (6)
- 75% DRAWING STAGE (12)
- BP STAGE (1)

Google Earth

Data LDEO-Columbia, NSF, NOAA  
 Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
 Data MBARI  
 Image Landsat

Imagery Date: 12/31/1969 34°09'15.93" N 118°19'08.72" W elev 749 ft eye alt 153.79 mi



## **Monthly Report #37**

**Reporting Period: 08/15/16 thru 09/16/16**

**Los Angeles Regional Interoperable Communications  
System (LA-RICS) - Land Mobile Radio System**

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

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## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modification, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 span over a five (5) year period which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola Solutions Inc. (MSI) to provide system monitoring and maintenance services.

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”, “Portable Radio Equipment”, alternate sites “Project Descriptions”, “Frequency Licensing for the Base System”, “Bridge Warrant for Early”, “Retuning of SOW & Station B UHF Frequencies”, “Project descriptions for Nine Potential Replacement Sites” and “LMR System Redesign and Relocation of Core 2”.

On April 25 the Authority executed **Amendment 17** to make necessary changes to Phase 1 for additional project descriptions, to make changes to reflect the Work in the applicable Phases for the change in the number of sites in the LMR system, to exercise the Unilateral Options for all Work pertaining to Phases 2-4.

On April 27, 2016 the Authority issued **NTP17** authorizing specific Work related Phases 2, 3, and 4 for ten (10) LMR sites.

On May 4, 2016 the Authority executed **Amendment 18** to make necessary changes to Phase 1 for additional project descriptions and to make adjustments to Phase 1 services to accommodate additional sites.

On May 5, 2016 the Authority Board of Directors approved **Amendment 19** to remove one (1) site from the system and to reconcile equipment quantities for certain LMR sites. **Amendment 19** was executed with an effective date of May 5, 2016.

### **This report covers the period from 08/15/16 through 09/16/16**

This month’s report for the LA-RICS LMR program covers the reporting period from **08/15/16** through **09/16/16**.

On September 8, 2016 the Authority Board of Directors approved **Amendment 20** to reconcile nine (9) LMR Sites to reflect the updated LMR System Design, inclusion of 3D modeling drawings, and remove certain Site Lease Exhibits from the contract.

During this reporting period associated Phase 1 tasks were performed to include A&E activities, Frequency Coordination , system redesign, site scope and true-up reviews, Site Access Agreements, and Environmental Reviews which are currently in progress. A&E activities included site walks, site sketch development, site surveys, development of the Zoning Drawings, and Construction Drawings.

The primary Phase 1 activities for this period include:

**LMR System Redesign**

LMR system redesign efforts continued this period to address the changes in sites listed in Amendments 17 through 19 and the agreed upon system coverage design enhancements for six (6) sites. On September 6, 2106 the Authority project team and MSI conducted a meeting to review and verify the LMR Design of Record. System Redesign activities for this period included frequency identification and planning, determination of site parameters for redesign, submittal and evaluation of additional coverage design enhancement recommendations, and development of subsystem architecture changes based on the system redesign. MSI is utilizing the Design of Record to continue with the Site True-Up process and has begun efforts to proceed with the next level of coverage design and backhaul network design.

**Site Design Activities**



Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project description development and submittals for additional sites, Site Access Agreement exhibits, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, and tower structural analysis for the applicable sites.




**LA-RICS Deliverables - Authority Site Access Agreements**

Authority’s efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority’s Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 16 Site Access Agreements have been approved.

The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site. As of this reporting period 10 sites have received independent site environmental approvals.

The following table provides a dashboard snapshot of the projects’ health signs.

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Independent site environmental approvals and Notice To Proceed milestones are under review for determination of schedule impact. Delayed submission of permits and A&E drawings has negatively impacted the schedule. A revised schedule for all phases (1-4) was submitted and formally reviewed 9/8/16. A&E drawing progress is being followed and tracked on a weekly basis.
Quality			Construction drawings process is slow, and additional corrective actions are being put into place. Two additional A&E firms have been incorporated to increase throughput and quality. Good progress has been made since the last reporting period and is being tracked on a weekly basis.

LMR Project Dashboard			
Category	Rating	Change	Comments
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Scope			Scope is well defined although there may be increased scope associated with the design enhancement recommendations and in construction once geotechnical investigations are complete.
Budget			Current budget reflects contract pricing. True-up process was completed for 10 sites this period. Objective is to true-up sites on a monthly basis to support project schedule.

## 2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

### 2.1 Tasks In Progress or Completed

The following depict the task activity that occurred during the current reporting period.

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Project Descriptions</b>	
Develop Additional Project Descriptions (Amendments/NTPs 16-19)	Completed
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Develop Construction Drawings & Approvals	In-Process

## 2.2 Tasks Planned for Next Period (09/19/16 thru 10/14/16)

The following depict the task activity that is planned for the next reporting period.

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	On Plan to Start
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Geotechnical Boring	On Plant to Start
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	On Plan to Start

## 2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
FEMA Environmental Site Approvals & Construction Waivers	On Going
Review and Approve Zoning and Construction Drawings	On Going
Notice To Proceed for applicable sites	On Plan to Start
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	On Going
<b>LMR System Redesign</b>	
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
Contract True-up of site designs and equipment for each site	On Going
<b>Site Design</b>	
Schedule Access for the Development A&E Activities at Selected Sites	On Going



Activity Name	Activity Status
Review and Approve Site Sketches	On Going
Review and Approve Zoning Drawings	On Going
Review and Approve Construction Drawings	On Going
Review and Approve Building Permit Packages	On Going
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Plan to Start
Site Construction Monitoring	On Plan to Start

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigations may impact site work. Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release impacts construction schedule and ability to meet grant spending guidelines. Changes in site design by Authority and incorporating system redesign elements are impacting drawing progress for certain sites.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

## 4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the "OIL Log") entries are also tabulated and monitored in this section. "Oil Log" items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System redesign efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

## 5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None to report this period		

## 6. Financial Status

The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Amendment 19)	\$154,067,733
Cumulative Invoice Payments from Last Report	\$ 46,981,653
Total Invoice Payments This Period	\$
Remaining Amount to be Paid	\$107,086,080

## 7. LA-RICS Master Schedule

A revised schedule for all phases (1-4) was submitted and formally reviewed 9/8/16. The project schedule includes the latest list of sites and the Authority's actual and projected dates for Site Access Agreements, FEMA independent site environmental approvals, FEMA construction waivers, and site Notice to Proceeds. An exported file (XER) of the master project schedule is delivered on a weekly basis.

(See attached LMR Executive Project Summary Snapshot by Site)



## **Monthly Report - #31**

**Reporting Period: 8/15/16 thru 9/16/16**

**Los Angeles Regional Interoperable Communications  
System (LA-RICS) – Public Safety Broadband Network**

**Motorola Solutions, Inc.**



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## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System - Public Safety Broadband Network (LA-RICS PSBN) project is a 700 MHz Long Term Evolution (LTE) public safety mobile broadband network that will provide broadband services across the County of Los Angeles for the Authority's Member Agencies.

The LA-RICS Authority was awarded a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant by Department of Commerce's National Telecommunications and Information Administration (NTIA) to deploy the LA-RICS PSBN system. The BTOP grant program requires that the LA-RICS PSBN system be compatible with the future Nationwide Public Safety Broadband Network (NPSBN) currently being designed and developed by FirstNet, an independent authority within the NTIA. Additionally the Authority executed a Spectrum Manager Lease Agreement (SMLA) with FirstNet for spectrum usage rights to operate on the 700 MHz public safety broadband spectrum (D-Block). The LA-RICS-PSBN system provides the Authority with the opportunity to work cooperatively with FirstNet, while participating in testing and providing input in what will ultimately form the National Public Safety Broadband Network (NPSBN).

The LA-RICS PSBN program consists of the following five (5) phases; Phase 1 PSBN System Design, Phase 2 PSBN Site Construction and Site Modification, Phase 3 Supply PSBN Components, Phase 4 PSBN System Implementation, and Phase 5 PSBN Maintenance. Phases 1-4 must have construction activities substantially completed by September 30, 2015 to be in compliance with the BTOP grant funding program. The cost for all Work performed that is not covered by the BTOP grant program will be the sole responsibility of the Authority. Phase 5 provides the Authority with the first five (5) years of one year options for Motorola to provide system monitoring and maintenance services.

On March 10, 2014 the Authority issued **NTP 1** authorizing Motorola to begin all work in Phase 1 for System Design services. Phase 1 primary activities include:

- LA-RICS Deliverables
- Project Management Plans
- System Design
- Site Design
- RF Emissions Report
- Inventory and Management System

On April 7, 2014 the Authority issued **NTP 2** for **Amendment 2** to add detailed design services to Phase 1 for Additive Alternate No. 1, a Home Subscriber Server (HSS), and Additive Alternate No. 2, a Redundant Evolved Packet Core (EPC).

On June 20, 2014 the Authority issued **Amendment 3** to exercise the Unilateral Options for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

On June 20, 2014 the Authority issued **NTP 3** to begin limited work related to Phase 2 and Phase 3. Microwave equipment was excluded from NTP 3 until the Authority approves the backhaul design and issues a separate NTP. NTP 3 also authorized Motorola to proceed with all planning and non-site mobilization work related to Phase 2, Site Construction and Site Modification, however, no construction work at a specific project site location will be conducted until the Authority has received all required NEPA and/or any other applicable Federal and State Environmental approvals for each specific location.

On July 10, 2014 the Board of Directors approved **Amendment 4** for Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components of Additive Alternate No. 1, a Home Subscriber Server (HSS) and Additive Alternative No. 2, a Redundant Evolved Packet Core (EPC).

On September 8, 2014 the Authority issued **NTP 4** to proceed with work related to Phase 3 Supply PSBN Components for Additive Alternate No. 1, a Home Subscriber Server (HSS). Phases 2 and 4 were excluded from NTP 4 as they relate to Additive Alternative No. 1. Per NTP 4, authorization to design and purchase the HSS have been issued but installation and implementation have been excluded.

On September 17, 2014 the Authority issued **NTP 5** authorizing Motorola to proceed with Work related to Site Construction and Site Modification under Phase 2 for Additive Alternate No. 1, Home Subscriber Server (HSS). With respect to Phase 2, Site Construction and Site Modification, the services to be performed for Additive Alternate No. 1 involve minor site preparation activities in order to receive applicable equipment racks within the existing communications rooms at the Fire Command and Control Facility.

On September 25, 2014 the Authority issued **NTP 6** authorizing Motorola to proceed with ordering 40 additional standard equipment packages. As of NTP 6, Motorola is not authorized to proceed with ordering any equipment that is dependent on final design approval from the Authority, including for microwave and backhaul, until such time as the Authority has approved the final design for such sites and issues an NTP. The final site and backhaul design will be completed within 60 days of the Authority finalizing site locations and tower configurations.

On September 26, 2014 the Authority issued **NTP 7** authorizing Motorola to proceed with Phase 4, PSBN Implementation Work. The work related to the installation of the Primary EPC at FCCF consists of installing, optimizing, testing, commissioning, and deploying all of the Authority-authorized portion of the PSBN including, without limitation, all hardware, software, physical and network infrastructure, data, and all other deliverables and other work necessary to implement the full functionality of the PSBN and training staff on the use of the PSBN. NTP 7 excludes installation of the System Management Monitoring Servers (SMMS - the servers required to manage and monitor the PSBN).

On October 1, 2014 the Authority approved **Amendment 6** for the removal of three (3) PSBN Sites and to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites. Amendment 6 increases the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

On October 10, 2014 the Authority issued **NTP 8** authorizing Motorola to modify the existing order of 40 sites contemplated in NTP No. 6 (standard antenna support structures - 70 foot undisguised monopoles) to order 40 sites worth of equipment considering any mix of antenna support structures (undisguised and/or disguised, with disguised antenna support structures limited to 31 sites pursuant to Amendment No. 6) that Motorola deems necessary to commence construction activities. As of this NTP, construction activities remain prohibited pending the Authority receiving FONSI and SHPO approvals.

On October 22, 2014 the Authority issued **NTP 9** authorizing Motorola to proceed with all Phase 4 Work related to the installation of the System Management and Monitoring Subsystem (SMMS) at the County of Los Angeles' Fire Department's Fire Command and Control Facility (FCCF). The NTP included the statement: "Motorola Solutions has agreed to provide a fully geo-redundant SMMS configuration (to



begin implementation in November, 2015).” Motorola provided clarification that the agreement was still under negotiation for cost and schedule delivery and that the deployment of the geo-redundant SMMS was predicated on the NTP for the redundant Evolved Packet Core (EPC).

On November 4, 2014 the Authority issued **NTP 10** authorizing Motorola to begin construction on 94 sites provided within the NTP.

On December 2, 2014 the Authority issued **NTP 11** authorizing Motorola to proceed with all Work necessary for ordering and installing site routers and core routers at FCCF, LAPDVDC, and all sites for Phase 3, Supply PSBN Components. NTP also authorized Motorola to proceed with all Work related to Phase 3 for Additive Alternate 2 Redundant EPC to be located at LAPDVDC.

On December 2, 2014 the Authority issued **NTP 12**, authorizing Motorola to proceed with ordering an additional 75 PSBN Sites worth of standard equipment, such as antenna support structures Evolved Packet Core (EPC) components, eNodeB components, antennas, and associated accessories for all sites that are not dependent on final design approval. Additionally, Motorola is authorized to proceed with the ordering of all Work related to Phase 3, Supply PSBN Components, and Phase 4, PSBN Implementation, for TMR Cabinets and TMR battery backup components for 75 PSBN Sites.

On December 30, 2014 the Authority issued **NTP 13**, authorizing Motorola to begin construction on 31 City of Los Angeles Sites listed in NTP.

On December 31, 2014 the Authority approved **Amendment 7** to make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites.

On January 22, 2015 the Authority issued **NTP 14**, authorizing Motorola to proceed with ordering 25 vehicular routers.

On January 28, 2015 the Authority issued **NTP 15**, authorizing Motorola to begin construction on the two sites VEFD001 and VEFD003

On February 5, 2015 the Authority approved **Amendment 8** for the removal of thirty-six (36) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to reconcile the hose tower installation costs for twenty-eight (28) PSBN Sites. Amendment 8 decreases the Maximum Contract Sum from \$178,196,575 to \$166,254,679.

On March 3, 2015 the Authority issue **NTP 16**, authorizing Motorola to begin construction on the four sites; ARCPD01, AZPD001, ELMNTPD, LACF159.

On March 4, 2015 the Authority issue **NTP 17**, authorizing Motorola to proceed with ordering and implementing TMR cabinets for seventy-five (75) sites.

On March 3, 2015 the Authority and Motorola presented its project status report to the NTIA and NOAA representatives. The meeting highlighted the equipment procurement plan and implementation plan to deploy 182 sites by August 15, 2015. Motorola presented the updated PSBN system coverage maps based on the 182 sites.

On March 5, 2015 the Authority approved **Amendment 9** for the removal of twenty-four (24) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to accommodate various changes in civil construction scope at applicable sites.. Amendment 9 decreases the Maximum Contract Sum from \$166,254,679, to \$158,930,274.

On March 10, 2015 the Authority issue **NTP 18**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths identified in the approved PSBN backhaul design.

On March 18, 2015 the Authority issue **NTP 19**, authorizing Motorola to proceed with all Work related to Phase 4 (PSBN implementation) for Additive Alternate 2, Redundant Evolved Packet Core (EPC) at the Los Angeles Police Department Valley Dispatch Center (LAPDVDC).

On April 2nd, 2015 the Authority issued a formal **Suspension Order**, directing Motorola to halt the procurement equipment.

On April 3<sup>rd</sup>, 2015 the Authority received a **Stop Work Notice** for all work and was issued a Corrective Action Plan (CAP) from NOAA to be submitted by April 13, 2015. Between 3/3/15 and 3/13/15 Motorola produced numerous supporting coverage scenarios for the Authority to include within the CAP response.

On April 16, 2015 the Authority issued a letter to Motorola requesting a plan for reduced scope and an analysis of cost impact. A Schedule was released on 5/07/15 and is updated on a weekly basis.

On May 7, 2015 the Authority issued **NTP 20**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths remaining as part of the CAP site list.

On May 7, 2015 the Authority issued **NTP 21**, partially cancelling the Suspension Order that was issued on April 3, 2015 and authorized construction to resume at the 69 sites identified in the Corrective Action Plan.

On May 7, 2015 the Authority issued **NTP 22**, directing Motorola to 1) look at options are returning Additive Alternate No. 1, the Redundant Evolved Packet Core (EPC), assigned to the Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Ericsson; (2) recover the redundant EPC for Motorola's use in other projects or (3) resell the Redundant EPC to a secondary market. Motorola is evaluating the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 12, 2015 the Authority issued **NTP 23**, authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola in order to create a link between the FCCF and the City fiber ring. NTP 23 was limited to the County portion of the design.

On May 15, 2015 the Authority issued **NTP 24**, authorizing Motorola to order leased fiber services from AT&T, Verizon, and Time Warner to provide connections between the applicable CAP sites and the FCCF EPC site.

On May 15, 2015 the Authority issued **NTP 25**, directing Motorola to 1) return the excess PSBN equipment to its manufacturers, 2) recover the excess equipment for Motorola's use in other projects,

or 3) resell the excess PSBN equipment to a secondary market, in accordance with the list of equipment in the NTP. Motorola is evaluating the list of equipment provided in the NTP and the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 20, 2015 the Authority issued **NTP 26** Authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola to create a link between the EPC located at the Los Angeles County Fire Department's FCCF facility and the City Los Angeles fiber ring. NTP 26 expands upon the products and services in NTP 23 to include the City portion of the fiber scope.

On June 18, 2015 the Authority approved **Amendment 10** for the Inclusion of 15 Cell-On-Wheels and the Construction Restoration Work at 30 PSBN Sites.

On June 25, 2015 the Authority issued **NTP 27** Authorizing Motorola to proceed with all Phase 1 (System Design) Work for fifteen (15) Cell-On-Wheels (COWs) sites.

On June 30, 2015 the Authority issued **NTP 28** Authorizing Motorola to proceed with all Work related to construction restoration for thirty (30) PSBN Sites that have been removed from the program.

On June 30, 2015 the Authority issued **NTP 29** Authorizing Motorola to proceed with ordering nine hundred and seventy-five (975) VML-750 in-vehicle router units.

On July 16, 2015 the Authority approved **Amendment 11** to add 15 Cell-On-Wheels (COWs) and the PASDNPD site to the PSBN program.

On July 16, 2015 the Authority issued **NTP 30** Authorizing Motorola to proceed with all Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN components), and Phase 4 (PSBN Implementation) Work for fifteen (15) Cell-On-Wheels (COWs).

On August 13, 2015 the Authority approved **Amendment 12** to remove forty-two (42) sites from the PSBN system, authorize the removal of seven (7) tower foundations at the applicable restoration sites, to purchase 5,000 Universal Integrated Circuit Cards (UICC), purchase of five (5) CISCO routers and five (5) corresponding units of data services, and approvals for applicable change orders.

On August 13, 2015 the Authority issued **NTP 31** Authorizing Motorola to proceed with ordering five thousand (5,000) standalone universal Integrated Circuit Cards (UICCs)

On September 1, 2015 the Authority issued **NTP 32** authorizing Motorola to proceed with ordering five (5) CISCO routers and five (5) corresponding units of data and related Work that are capable of operating a 4G cellular aircard on a commercial carrier that will allow Motorola and the Authority to temporarily test eNodeB sites in the event that the permanent backhaul solution is not available at the time of site commissioning.

On September 4, 2015 the Authority approved **Amendment 13** to confirm the prior removal of 77 additional sites.

On September 23, 2015 the Authority issued **NTP 33** authorizing Motorola to proceed with replacing the security certificates at the EPC core.

On October 9, 2015 the Authority approved **Amendment 14** to adjust the contract for scope changes to tower sites.

On October 15, 2015 the Authority issued **NTP 34** instructing Motorola to provide a portion of the training plan for 9 classes.

On December 3, 2015, the Authority issued a Suspension Order for Waterway Coverage Testing, Special Operations Testing (SOT), and the Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in).

On December 17, 2015 the Authority Approved **Amendment 15** to: (a) Settle and resolve all outstanding claims with the Contractor, including all claims from Contractor's subcontractors, and including all known and all potential future claims through the completion of the work under the Agreement, with the exception of changes to the Work directed in writing by the Authority; (b) Approve payment to the Contractor of \$15,764,246 in the specific amounts for the specific claims identified in tab C.16 of Exhibit C (Schedule of Payments) attached to the Amendment; (c) Approve the reduction of project management fees payable to the Contractor in the Agreement for sites not constructed, for a total reduction in project management fees of \$5,078,774, as reflected in tabs C.3, C.4 and C.5 of Exhibit C (Schedule of Payments) attached to the Amendment; and (d) Authorize an increase to the Maximum Contract Sum by the net amount of \$10,685,472 from \$132,899,485 to \$143,584,957.

On December 21, 2015 the Authority and Motorola executed **Amendment 15** as described above.

On February 23, 2016, the Authority issued a Termination for Convenience for the Wide Area Coverage Testing.

On March 9, 2016 the Authority issued Motorola a **Termination for Convenience** for all Waterway Coverage Testing, Special Operations Testing (SOT), Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in) Testing, and for Freeway Coverage Testing.

On March 9, 2016 the Authority approved **Amendment 16** to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN sites to include six (6) indoor emission tests at identified sites.






On March 16, 2016 the Authority issued **NTP 35** authorizing Motorola to conduct additional RF Emissions Testing at twelve (12) PSBN Sites

On May 4, 2016 the Authority approved **Amendment 17** to remove all Work related to Coverage, Stress, and Burn-in testing. On May 5, 2016 MSI submitted a claim for the portion of Work completed on the terminated scope. The Authority is currently reviewing MSI's submission.

**This report covers the period from 8/15/16 to 9/16/16**

On August 31, the Authority and MSI executed **Amendment 18** to extend the warranty period until 12/31/16, reconciliation of excess equipment and spare equipment, corrected construction costs associated with the LASDCVS site, and correction of administrative errors in Exhibit C.

The following table provides a dashboard snapshot of the projects' health signs.

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			The balance of training, acceptance testing, and final documentation are impacting the schedule completion date. These limit the ability for the Authority to utilize the PSBN. The delay has impacted the Warranty period which has been extended to the end of 2016.
Quality			MSI is nearly complete with making adjustments to reduce high interference levels on multiple sites. No major quality issues to report this period.
Risk			Authority managed construction is in progress for the SCE Cell on Wheel sites.
Scope			The contract has been amended to account for the remaining site tower and location changes.
Budget			Authority has not yet authorized payment for excess equipment that was ordered by Authority and delivered prior to any stop work notices.

## 2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

### 2.1 Tasks In-Progress and Completed

The following depict the task activity that occurred during the current reporting period.

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Provide Access and Escorts to EPC and RAN Sites	As Needed
Construction, Power & Fiber for 10 SCE COW Sites	In Progress
<b>System Design Activities</b>	
Network Management System Design Update With Comments	In Progress
<b>Site Construction &amp; Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites	In Progress
<b>System Implementation (Phase 4)</b>	
LTE EPC Install & Configuration / Test	In Progress

Activity Name	Activity Status
COW Sites Install, Configuration, Commissioning / Test	In Progress
Site acceptance testing punch list resolution	In Progress
Closeout documents & as-built drawings	In Progress
LTE Training (Wave 1 complete / Wave 2 scheduled)	In Progress
PSBN Acceptance Test Documentation	In Progress

## 2.2 Tasks Planned for Next Period (9/19/16 thru 10/14/16)

The following depict the task activities that are planned for the next reporting period.

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	As needed
Construction, Power & Fiber Services for 10 SCE COW Sites	In Process
<b>Site Construction and Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites	In Progress
<b>System Implementation (Phase 4)</b>	
LTE EPC Install, Configuration, Testing	As Needed
COW Sites Install, Configuration, Commissioning / Test	In Progress
Site acceptance testing punch list resolution	In Progress
Submit Closeout documents & as-built drawings	In Progress
PSBN Training (Wave 2)	In Progress
PSBN Acceptance Test Documentation	In Progress

## 2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Start
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	In Progress
Construction, Power & Fiber Services for 10 SCE COW Sites	In Progress
<b>Acceptance Test Plan</b>	
Revised ATP Review and Approvals	In Progress
<b>Site Design Activities</b>	
<b>Site Construction and Site Modification (Phase 2)</b>	
Site Inspections & Permit Clear	In Progress
<b>System Implementation (Phase 4)</b>	
EPC & Network Management Installation Testing ( <u>Potential Reconfiguration</u> )	As needed
PSBN Site Equipment Inspections	As needed
Cluster Tuning and Testing Review	In Progress (TBD)
PSBN Training Attendance	In Progress

Activity Name	Start
PSBN As-Built Documentation Review	In Progress

### 3. Project Risk Register

For this monthly report, there are no items that are at risk.

### 4. Areas of Concern

This section describes any events and/or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions were taken or will be taken to resolve the issue. Outstanding Issues Log (the “OIL Log”) entries are also tabulated and monitored in this section. “Oil Log” items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
24-01	Final Site Documentation	MSI construction subcontractors have been very slow in delivering final site documentation which may impact delivery delay.
27-01	High Interference Levels on Multiple Sites	MSI is nearly complete with the correction of the high interference levels at specific sites.
28-01	Asset Mgt System Sign-Off	ATP for IMTS has been ongoing for over a year. Same system is in use by LMR project and was accepted. The Authority and MSI are reviewing the testing results together to determine items that have passed and those that need resolution.
28-02	System ATP Reviews	ATP review process has been ongoing since 9/1/2015. Need technical teams to reach agreement so system ATPs can be concluded. Technical teams have reached an agreement on site ATPs, tests were completed in August. Punch list resolution in process.

## 5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
Testing Cancellation for Convenience	MSI delivered report with additional details on Work complete prior to suspension and termination. Authority is completing its review of the additional details provided.	TBD

## 6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 18.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 100,248,645
Cumulative Invoice Payments from Last Report	(\$ 73,843,054)
Total Invoice Payments This Period	(\$ 202,398)
Remaining Amount to be Paid	\$ 26,203,193

## 7. LA-RICS PSBN Project Schedule

This Monthly Report is being submitted with a copy of the schedule update corresponding to the Data Date for the reporting period.



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See attached PSBN Summary Schedule (PDF file)

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017											
							F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A					
<b>Total</b>		04-Feb-14 A	17-Mar-17	81.52%	143	262	[Gantt bars for Total]																																															
<b>LA_City</b>		04-Mar-14 A	10-Oct-16	94.44%	35	370	[Gantt bars for LA_City]																																															
LA.LAPD077		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPD077]																																															
LA.LAPDDVN		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDDVN]																																															
LA.LAPDFTH		12-Mar-14 A	08-Jun-16 A	100%	0		[Gantt bar for LA.LAPDFTH]																																															
LA.LAPDHLB		04-Mar-14 A	23-May-16 A	100%	0		[Gantt bar for LA.LAPDHLB]																																															
LA.LAPDHWD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDHWD]																																															
LA.LAPDMIS		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDMIS]																																															
LA.LAPDNHD		12-Mar-14 A	10-Oct-16	94.1%	35	370	[Gantt bar for LA.LAPDNHD]																																															
LA.LAPDNWT		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bar for LA.LAPDNWT]																																															
LA.LAPDOLY		10-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDOLY]																																															
LA.LAPDPAC		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDPAC]																																															
LA.LAPDRAM		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDRAM]																																															
LA.LAPDTOP		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDTOP]																																															
LA.LAPDVNS		12-Mar-14 A	08-Aug-16 A	100%	0		[Gantt bar for LA.LAPDVNS]																																															
LA.LAPDWIL		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWIL]																																															
LA.LAPDWLA		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWLA]																																															
LA.LAPDWVD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWVD]																																															
LA.LAPP001		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar for LA.LAPP001]																																															
LA.LDWP243		12-Mar-14 A	05-Aug-16 A	100%	0		[Gantt bar for LA.LDWP243]																																															
LA.SEP		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar for LA.SEP]																																															
LA.SWP		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.SWP]																																															
LA.VPC		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.VPC]																																															
<b>LA_County</b>		21-Feb-14 A	10-Oct-16	94.78%	35	370	[Gantt bars for LA_County]																																															
LA.BMT		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar for LA.BMT]																																															
LA.CCT		12-Mar-14 A	08-Aug-16 A	100%	0		[Gantt bar for LA.CCT]																																															
LA.CEN		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar for LA.CEN]																																															
LA.FCCF		12-Mar-14 A	05-Aug-16 A	100%	0		[Gantt bar for LA.FCCF]																																															
LA.LACHAR		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar for LA.LACHAR]																																															
LA.LACOLV		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.LACOLV]																																															

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017											
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LA.LACUSC		12-Mar-14 A	10-Oct-16	94.66%	35	370																																																
LA.LAN		12-Mar-14 A	11-Jul-16 A	100%	0																																																	
LA.LASDALD		12-Mar-14 A	08-Jul-16 A	100%	0																																																	
LA.LASDCSN		12-Mar-14 A	23-May-16 A	100%	0																																																	
LA.LASDIDT		12-Mar-14 A	08-Jun-16 A	100%	0																																																	
LA.LASDLKD		12-Mar-14 A	27-Jun-16 A	100%	0																																																	
LA.LASDLNX		12-Mar-14 A	15-Jul-16 A	100%	0																																																	
LA.LASDNCC		12-Mar-14 A	01-Jun-16 A	100%	0																																																	
LA.LASDNWK		12-Mar-14 A	20-Jun-16 A	100%	0																																																	
LA.LASDPRV		12-Mar-14 A	10-Oct-16	99.85%	1	370																																																
LA.LASDSCV		12-Mar-14 A	08-Jul-16 A	100%	0																																																	
LA.LASDSDM		21-Feb-14 A	01-Jul-16 A	100%	0																																																	
LA.LASDTEM		12-Mar-14 A	15-Jul-16 A	100%	0																																																	
LA.LHS		12-Mar-14 A	27-Jun-16 A	100%	0																																																	
LA.MLM		12-Mar-14 A	01-Jul-16 A	100%	0																																																	
LA.ONK		12-Mar-14 A	01-Jul-16 A	100%	0																																																	
LA.PHN		12-Mar-14 A	10-Oct-16	93.97%	35	-157																																																
LA.PLM		12-Mar-14 A	15-Jul-16 A	100%	0																																																	
LA.RANCHO		12-Mar-14 A	29-Jul-16 A	100%	0																																																	
LA.SLA		12-Mar-14 A	01-Jul-16 A	100%	0																																																	
LA.WAL		12-Mar-14 A	22-Jul-16 A	100%	0																																																	
LA.WHD		12-Mar-14 A	27-Jun-16 A	100%	0																																																	
<b>Independent Cities</b>		04-Feb-14 A	10-Oct-16	94.7%	35	370																																																
LA.ARCPD01		04-Feb-14 A	23-May-16 A	100%	0																																																	
LA.AZPD001		12-Mar-14 A	29-Jul-16 A	100%	0																																																	
LA.CLM		12-Mar-14 A	29-Jul-16 A	100%	0																																																	
LA.CPTFD04		12-Mar-14 A	23-May-16 A	100%	0																																																	
LA.ELMNTPD		12-Mar-14 A	29-Jul-16 A	100%	0																																																	
LA.FS5		12-Mar-14 A	01-Jun-16 A	100%	0																																																	
LA.GARD001		12-Mar-14 A	10-Oct-16	94.27%	35	370																																																

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017																																																							
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							F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D																																													
LA.LAPP001		07-Dec-15 A	18-Feb-16 A	100%	0																										18-Feb-16 A																																																																			
LA.LBFD012N		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bar]																								23-May-16 A																																																																			
LA.LBPDHQ		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar]																								29-Jul-16 A																																																																			
LA.PASA001		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar]																								20-Jun-16 A																																																																			
LA.PASDNP		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar]																								15-Jul-16 A																																																																			
LA.VEFD001		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar]																								27-Jun-16 A																																																																			
LA.VEFD003		12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bar]																								01-Jul-16 A																																																																			
<b>No LA-RICS Jurisdiction [O]</b>		01-Sep-14 A	17-Mar-17	77.52%	143	262																									[Gantt bar]												17-Mar-17																																																							
LA.ARCPD01		02-Jul-15 A	02-Jul-15 A	0%	0														02-Jul-15 A																																																																															
LA.Prjt Closeout		01-Oct-15 A	13-Mar-17	60.4%	139	266																									[Gantt bar with green segment]												13-Mar-17																																																							
LA.SI		01-Sep-14 A	17-Mar-17	77.52%	143	262																									[Gantt bar]												17-Mar-17																																																							
LA.Sys Op_Test		22-Aug-16	22-Aug-16	0%	0	341																																					22-Aug-16																																																							
LA.Warranty		01-Oct-15 A	01-Jun-16 A	100%	0																										[Gantt bar]												01-Jun-16 A																																																							



**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>

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

October 6, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff  
Interim Executive Director

A handwritten signature in blue ink, appearing to read "John Radeleff", is written over the printed name and title.

**Assessment of LA-RICS Deliverable**

Attached is the Interim Executive Director's Assessment of LA-RICS for review and discussion by the LA-RICS JPA Board.

This report discusses Personnel Resources and Organizational Structure, Finances and the Funding Plan, Relationships and Marketing, Business Strategies, and past significant 90-Day Events.

TM:WST:pl

**AGENDA ITEM D**



# ASSESSMENT OF LA-RICS

## Los Angeles Regional Interoperable Communications System

Prepared by  
John Radeleff, Interim Executive Director  
LA-RICS

September 1, 2016

**AGENDA ITEM D - ENCLOSURE**

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## INTRODUCTION

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The Los Angeles Regional Interoperable Communications System Authority's (LA-RICS) Land Mobile Radio (LMR) and Long Term Evolution (LTE) projects are an ambitious integration of communication systems that may well redefine how public safety views interoperable communications, not only during emergency events but day-to-day operations as well. While there has been much progress and many successes, there have also been frustrations and delays in its progress. Many of those delays can be attributed to external issues, such as: two prior failed procurement processes causing a yearlong delay, long environmental review by federal agencies resulting in a 2-year delay, union opposition to site installations resulting in further delay, and de-construction of sites.

LA-RICS has faced funding issues as well. The return of \$59 million over the past nine years, the temporary suspension of the Broadband Technology Opportunities Program (BTOP) grant resulting in a significant delay, and diminishing funds from the Urban Area Strategic Initiative (UASI) also impeded progress. But, despite the reasons, a question arises if better planning could have mitigated some of these issues.

This Assessment deliverable will focus on Personnel Resources and Organizational Structure, Finances and the Funding Plan, Relationships and Marketing, and Business Strategies, and past Significant 90 Day Events.

While one of my primary tasks was to conduct this assessment, my responsibilities also included performing the daily duties of the Interim Executive Director. While that function alone proved to be a full time job, it offered me the opportunity to assess the LA-RICS program from both fresh and first-hand perspectives. I also believe this has helped me to adopt a more understanding view of the issues.

Many themes emerged during my discussions with stakeholders. There were no contradictions in any of the views or perceptions expressed, resulting in a remarkably consistent view of the issues. In every case, my personal observations and investigation support those views. Not all issues or concerns will be discussed in this report, which will focus on the substantive topics impacting progress or stakeholder participation. However, all issues are being addressed operationally.

Some of the significant issues expressed by stakeholders include the following:

- The Funding Plan and costs to members/subscribers is confusing
- There has been a loss of credibility and trust
- There is a lack of trust in LA-RICS leadership

- Outreach efforts have been poor and ineffective
- There have been no tangible deliverables
- There has been little or no marketing, or understanding of the Systems
- There has been little involvement with stakeholders
- Environmental delays are a problem
- There is a poor relationship with ICI System
- LA-RICS is chasing grant funds
- LA-RICS lacks a vision

The information contained in this report reflects activities beginning March 7, 2016, continuing to the date of the report and is derived from my interviews, observation and participation. Those interviewed included representatives from public safety agencies, independent and contract city officials, various county officials, state and federal representatives, JPA Board members, and LA-RICS staff. While the information presented herein is not all-inclusive, it reflects the substance of the issues.

I wish to thank the Los Angeles Regional Interoperable Communications System Authority for the opportunity to not only conduct this assessment but for its faith in entrusting me with the interim leadership of LA-RICS. Although this assessment report is submitted pursuant to the Board's timeline, the process of assessment, evaluation and improvement will continue as will my appreciation for the outstanding work by staff, often performed under trying circumstances.

## PERSONNEL RESOURCES AND ORGANIZATIONAL STRUCTURE

---

Effective July 1, 2016, LA-RICS will be budgeted for thirty-one (31) full time staff positions who are provided by contract agreement with the County of Los Angeles (County). In addition, there are eleven (11) part-time, or “as needed” positions, which are also provided by contract agreement with the County. Staff (both full time and “as needed”) come from various County departments, including: District Attorney, Treasurer & Tax Collector, Public Works, Sheriff, Fire, Probation, Internal Services, County Counsel, and Auditor-Controller. In addition, the Authority’s Board of Directors hires two (2) positions: one (1) full time for an Executive Director, and one (1) part time for the LTE Project Manager, via personal consulting contracts. In addition, staff for project management and project implementation work is established by Jacobs Project Management Company (Jacobs) and Motorola Systems, Inc. (MSI) under blanket contracts.

Funding for project staff is derived from various sources. For FY 16/17, funding is provided through BTOP grant, UASI/SHSGP grants, County contributions, and member agency funding (although no member agency billing has yet to occur).

### **Administrative Management**

Administrative Management staff consists of fifteen (15) funded positions that support the operations of LA-RICS, including fiscal activities, grant management, contracts, outreach, site access and the JPA Board, to name a few. Currently, there are five (5) vacancies in Administrative Management. I have directed that a vacancy in support of the Executive Director not be filled at this time as I have required minimal administrative support; however vacancies in support of other activities will be filled as necessary.

### **Operations and Deployment**

Operations & Deployment staff consists of sixteen (16) Sheriff, Fire and technical support staff. Eight (8) Sheriff’s Department personnel are assigned, consisting of one (1) lieutenant, two (2) sergeants, four (4) deputies, and one (1) civilian support item. During construction activities, significant effort is focused on subcontractor access and security at construction sites. While this must continue, I have directed a fundamental change in their priorities to that of deployment efforts. With the added focus on the education of public safety and city officials, plus the onboarding and deployment of agencies, an increase in workload is already apparent.

A frequent concern cited by LA-RICS staff is the need for additional Fire Department personnel. Up to this time, only one (1) Battalion Chief has been assigned to represent the Fire/EMS disciplines, resulting in those

disciplines being underrepresented. The Battalion Chief is burdened with a significant workload and responsibilities, impeding our ability to deploy resources to the Fire/EMS disciplines, let alone improve upon our outreach efforts to them. Fortunately, the FY 16/17 budget includes four (4) additional staff consisting of two (2) Fire Captains and two (2) Firefighter Specialists to address this need.

**STAKEHOLDERS SAY:  
LA-RICS NEEDS GREATER  
REPRESENTATION FROM THE FIRE  
DEPARTMENT**

Three (3) technical positions are assigned to Technical Management and are responsible for quality control oversight of facility and system design engineering in addition to System and Network Operations.

The Executive Director and LTE Project Manager are employed via personal consulting services contract with the JPA. Both positions can be terminated anytime with proper advance notice. Given my experience on the job over the past few months, I believe the Executive Director position is a full time, 40-hour a week job.

To date, I find employees have proven to be very productive and can attest to the need for this staffing, particularly with projects of this scale. Existing budgeted staff appears, including additional positions from the Fire Department, appears sufficient for current and anticipated workloads for both the LTE Phase 2 and LMR projects.

An issue of potential concern is that, in past years, workload has periodically ebbed and flowed due to such influences as availability of grant funding or environment delays. The danger is that when activities are temporarily reduced, the threat exists that contract employees may be reassigned to other projects or laid off due to lack of work. The potential threat of losing skilled workers familiar with the program becomes very real. In fact, we are now exposed to that potential as a result of the delayed release of UASI 12 funds. Consequently, effective management of grant and construction timelines becomes extremely important, yet remains challenging due to external complications such as environmental issues, site access, and bureaucratic grant funding processes.

### **Organizational Structure**

Organizational structure is about definition and clarity. Employees must clearly know who to report to and who is responsible. Upon my arrival, I found the existing LA-RICS organizational chart had been more representative of a functional chart that placed an excessive amount of detail-oriented work directly upon the Executive Director, thereby compelling a technical focus. Furthermore, it reflected an excessively large span of control while inadequately addressing accountability throughout the organization. I found it difficult to determine who was responsible

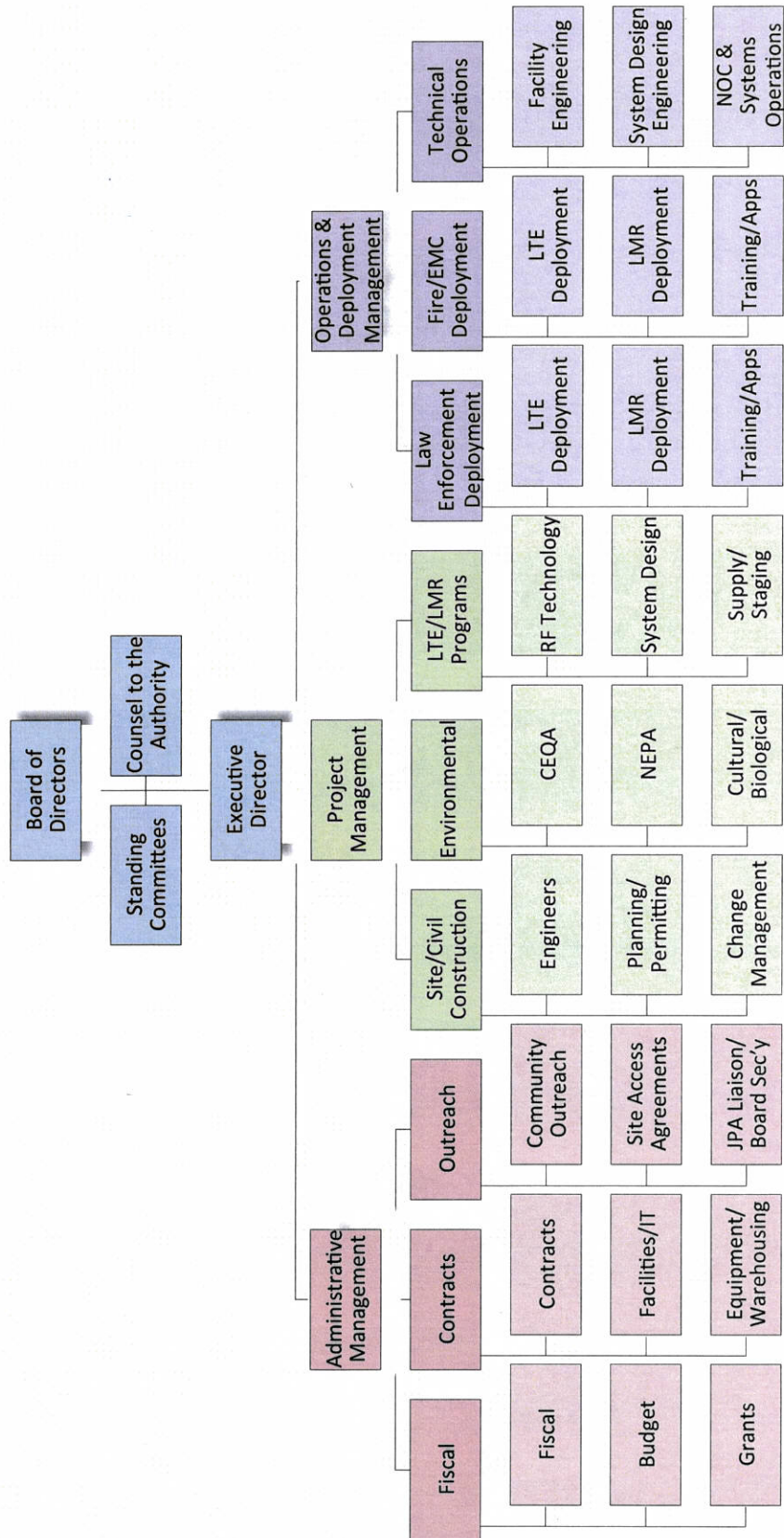
for what during the course of activity, particularly with the significant issues that continually arise. Consequently, the need for clear and distinct organizational accountability was clear.

To establish clearly defined accountability, the span of control was simplified into three functionally distinct divisions: 1) Administrative Management, 2) Project Management, and 3) Operations & Deployment Management. One individual is designated as director for each division, with the exception of Operations, which has two co-directors (one from the Sheriff's Department and one from the Fire Department) for reasons I'll explain later. These Management Directors comprise the executive management team and report directly to the Executive Director.

Each management division is divided into three functionally distinct units, each with a designated unit manager. These unit managers report directly to their respective division managers. All other staff is organizationally assigned according to their related function. Each Management Director and unit manager is tasked with mentoring an individual who can ably serve in their capacity during his/her absence to ensure effective continuity of services. This organizational model establishes a clearly defined chain of command and responsibility while permitting the Executive Director to focus less on technical operations and more on forward planning.

The following organization chart now reflects the responsibilities assigned to the management directors and the managers they are responsible for, and establishes defined accountability. A detailed organizational description then follows.

# LA-RICS ORGANIZATIONAL CHART



## **Board of Directors**

- Standing Committees
  - Finance Committee
  - Technical Committee
  - Operations Committee
  - Legislative Committee
- Counsel to the Authority

## **Executive Director**

The Executive Director is responsible for the overall direction, strategy and management of the LA-RICS Project consistent with the vision of the JPA Board of Directors. As previously noted, this is a full time, 40-hour a week position.

## **Administration Management Director**

The Administrative Management Director is responsible for providing the financial resources and support services to ensure the success of the LA-RICS Project. The Administrative Director is collaterally responsible to serve as Legislative Liaison.

The Director is responsible for overseeing the following units, each under the leadership of a Manager who reports directly to the Director.

- Fiscal Manager
  - Budget
  - Fiscal
  - Grants
- Contracts Manager
  - Contracts
  - Facilities/IT
  - Equipment/Warehousing
- Outreach Manager
  - Community outreach
  - Site Access Agreements
  - JPA Liaison/Board Secretary

## **Project Management Director**

The Project Management Director is responsible for the management and oversight of the development and construction of the LA-RICS Program components (LTE and LMR) pursuant to contract with the LA-RICS Authority.

The Director is responsible for overseeing the following units, each under the leadership of a Manager who reports directly to the Director.



- Site/Civil (Construction) Manager
  - Engineers
  - Planning/permitting
  - Change management
- LTE/LMR Programs Manager
  - RF technology
  - System design
  - Supply / staging
- Environmental Manager
  - CEQA
  - NEPA
  - Cultural / biological resources

### **Operations and Deployment Management Directors**

The Operations Management Directors represent the first and second responders with the fundamental responsibility of ensuring those critical needs and interests are effectively identified and addressed to ensure stakeholder satisfaction. While there are similarities between law enforcement and fire operations, each discipline has very significant operational differences. Consequently, two co-directors (representing law enforcement and fire) are tasked to lead Operations & Deployment (this also prevents having to place one discipline over the other, or to acquire additional staff to Director).

The Directors are responsible for overseeing the following units, each under the leadership of a Manager, who reports directly to the appropriate co-Director.

- Law Enforcement Deployment Manager
  - LTE Deployment
  - LMR Deployment
  - Training/application research
- Fire/EMS Deployment Manager
  - LTE Deployment
  - LMR Deployment
  - Training/application research/Systems-telecomm engineering
- Technical Operations Manager
  - Facility engineering
  - NOC and System operations
  - System design engineering

## **“SWOT” Analysis**

### Strengths:

- Funding for additional staff has been approved.

### Weaknesses:

- The current lack of sufficient Fire/EMS representation is hindering deployment efforts for those disciplines.

### Opportunities:

- With increased staffing for Fire/EMS, our outreach effort and ability to deploy is expected to become more effective.

### Threats:

- Should workload temporarily diminish due to funding, environmental, or other unforeseen influences, we may lose skill contract staff to other projects, thereby losing experience and knowledge for LA-RICS.

## FINANCES AND FUNDING PLAN

LA-RICS is currently financed by federal grants with some match funds provided by the County of Los Angeles. Although the Funding Plan contains a portion of member contributions, there is significant confusion and concern regarding that Plan, which will be discussed later in this section.

Grant funds have been a historical concern and obstacle toward the completion of LA-RICS, which has been forced to seek grant funding year after

### STAKEHOLDERS SAY: LA-RICS IS CHASING GRANT FUNDS

year. As our grant allocation has been reduced each year, the anticipated project completion date keeps getting pushed back forcing us to seek funds for additional years. Consequently, the common perception is that LA-RICS is “chasing grants,” a view not only held by stakeholders but within LA-RICS itself. The historical reduction of grant funding has also led to the false notion that LA-RICS would become unviable.

In addition, \$59 million intended for the LMR project was “repurposed” from the UASI and SHSGP grant funds, specifically during the 2007 and 2010 grant award periods. This is necessitated by two failed procurement processes, including the passage of HR 3630, and delays in environment assessment requirements.

Funding for the LTE project was obtained through a BTOP grant (NTIA). There is a “cash match” and “in kind” contribution requirement that is met by the County of Los Angeles as a contribution and advance. Grant funding for the LMR project is primarily acquired from UASI (FEMA), with some grant funding by SHSGP (DHS).

### LTE Finances

LA-RICS received its initial grant award from BTOP in 2010 totaling \$154.6 million. With “cash match” and “in kind” contributions included, total funding stands at \$193.5 million. \$55.5 million (\$37.5m grant + \$18m cash match and in-kind) is currently held back for the LTE Phase 2 plan, which is awaiting further review of the Phase II Plan and final approval by NTIA. To date, a total of \$117.5 million has been spent, leaving a balance of \$20.5 million.

BTOP GRANT FUNDING*	
Total award + cash match	\$ 193.5m
Phase 2 hold back	\$ 55.5m
Spent to date	\$ 117.5m
Balance	\$ 20.5m
* Totals are approximate	

## LMR Finances

The LMR project has been funded by two grant sources: UASI and SHSGP. UASI grant funds were first awarded in 2006, while the first SHSGP award was in 2007. To date, a total of \$172 million has been awarded primary by UASI, with a smaller portion by SHSGP. Of that total, LA-RICS has spent \$70 million, and \$59 million repurposed, with a remaining balance of \$43 million.

UASI & SHSGP GRANT FUNDING*	
Total award	\$ 172m
Repurposed	\$ 59m
Spent to date	\$ 70m
Balance	\$ 43m
* Totals are approximate	

## UASI Grant Funding

LA-RICS received its initial grant funding from UASI in 2006. Since that time and up to this year (UASI 2016), LA-RICS has been awarded \$143 million, spent \$55 million, and forfeited \$46 million, with a remaining balance of \$42 million. All repurposed funds had been awarded during UASI 6-10.

UASI ONLY GRANT FUNDING*	
Total award	\$ 143m
Repurposed	\$ 46m
Spent to date	\$ 55m
Balance	\$ 42m
* Totals are approximate	

For UASI 11-14 & UASI 16 (there was no UASI 15 grant award for LA-RICS), a total of \$60 million has been awarded. Of significant note, the UASI 11 award of \$18.2 million was the first successful full expenditure of grant funds since the inception of LA-RICS, only recently occurring in May of this year. This success played a significant role during the May 2016 UASI Approval Authority meeting, which unanimously voted to commit a total of \$105 million for UASI 17, 18, & 19 (should award levels remain at prior historical levels), representing the total requested amount for the anticipated full and complete funding of the LMR project.

## SHSGP Grant Funding

SHSGP grant funds were awarded beginning 2007 and continued through 2015, totaling \$29 million. Unfortunately, \$13 million was repurposed from SHSGP 7, 8 & 9. A total of \$15 million in SHSGP funds were successfully spent. A balance of \$1 million remains.

SHSGP ONLY GRANT FUNDING*	
Total award	\$ 29m
Repurposed	\$ 13m
Spent to date	\$ 15m
Balance	\$ 1m
* Totals are approximate	

## Grant and Environmental Hurdles

Easily the greatest obstacles to timely performance are related to federal grant and environmental processes. Whereas BTOP funding from NTIA is allocated in one grant sum, UASI funding for the LMR project must be sought annually, which adds a significant degree of complexity to project completion in addition to unknown future funding levels.

In the case of the LTE project, LA-RICS was given a grant award of \$154,640,000 in 2010 for the *full* completion of the LTE project. Funds are held in account and released to LA-RICS as milestones are met. LA-RICS is not reliant upon seeking funding on an annual basis, with its resulting uncertainty. Additionally, LA-RICS interacts directly with the BTOP grant administrators in Washington D.C., providing immediate communication. BTOP has proven to be responsive in its communications channels and has shown willingness to provide partial funds to keep efforts moving as they approve milestones.

In the case of the LMR project, grant funds are awarded annually from FEMA, to CalOES, and then to the LA/LB UASI Authority, which determines how funds are to be allocated to sub-recipients (i.e. LA-RICS). Each year, sub-recipients must return to the UASI Authority to seek additional funding for the following grant period. As LA-RICS is a sub-recipient, it is precluded from communicating directly with FEMA or CalOES as the LA/LB UASI Authority (as administered by the L.A. Mayor's Office) is the technical grantor, yet has no authority regarding funding availability, construction and environmental requirements, or the extension of deadlines. As a result, LA-RICS is precluded from having direct contact with the approving authority, being FEMA, and communication must go through the LA/LB UASI Authority. Consequently, challenging layers of bureaucracy are inserted into an already burdensome grant processes. While we appreciate the efforts of the L.A. Mayor's grant staff, they are busy acting as grant administrator for many other grants and we can benefit from improved communications with FEMA..

Another issue relates to environmental processes and approvals. Most notably, FEMA's approval of the "Finding of No Significant Impact" (FONSI) and the Programmatic Environmental Assessment (PEA) took over two years, significantly impacting LA-RICS ability to maintain forward progress. The reasons appear to be many, however the delays remain excessively long. This previously endangered our ability to successfully spend grant funds that would have resulted in the loss of \$11 million in grant funds. Only with the direct intervention by the Sheriff, Fire Chief,

and County CEO in Washington D.C., at my request, was that scenario averted. Unfortunately, other issues remain.

Unfortunately, we again previously experienced a delay regarding construction waivers from FEMA, and are now experiencing a delay in receipt of the UASI 12 grant extension, which is preventing us from moving forward with construction efforts. Because of the “backlog” of grants requesting extensions, we are awaiting an extension on our UASI 12 grant award, which expired July 31 of this year. However, we have been advised that the extension most likely won’t come until mid-late September 2016, thus further delaying our construction. So, despite the successful effort to have the FONSI approved by FEMA, the next step in their process may result in further delays.

In regards to the annual allocation of grant funds by UASI, it has been the practice not to release funds from any grant year until the previous grant year’s allocation has been *fully* spent. As a long term project, LA-RICS is significantly impacted by this approach resulting in the need to continually seek extensions of the grant performance period while previous grant periods are being resolved, leading to a “stacking” of grant periods. During a recent discussion with FEMA executives, it was discovered that this is a policy of the LA/LB UASI Authority, not FEMA.

The following is a chart that depicts *current* grant awards “in the queue.”

UASI Grant Year	Grant Award	Deadline	Status
UASI 11	\$18,227,388	7/31/16	Closed - full expenditure
UASI 12	\$18,263,579	7/31/16	Awaiting release of funds
UASI 13	\$13,744,067	7/31/16	Extension pending
UASI 14	\$4,997,544	7/31/16	Extension pending
UASI 16	\$5,240,456	3/31/19	

A reason why LA-RICS is “behind the curve” in grant year funding can be largely attributed to the delays experienced in past years, delays related to faulty Request for Proposals, environmental delays, the loss of fire station sites, and the like. The curve simply got worse as the UASI Authority began reducing the annual award amounts due to the inability to spend the grant funds.

**Recommendations:**

- ***Pursue efforts with FEMA to ensure the timely review of environmental documents to avoid unnecessary delays.***
- ***Seek the UASI Approval Authority’s exemption to its annual spending requirement and authorize release of funds approved for subsequent years to prevent unnecessary delays. (Update: following a meeting with LA/LB UASI Approval Authority grant staff, this issue has been resolved)***

**Future LMR Grant Funding**

In May, the LA/LB UASI Approval Authority unanimously approved LA-RICS’ request for \$105 million to fully fund the completion of the LMR project. While there are contingencies to that funding based on prior historical awards being the same, this is the culmination of a ten-year objective.

APPROVED UASI FUTURE FUNDING	
UASI 17	\$ 35m
UASI 18	\$ 35m
UASI 19	\$ 35m
Total Future Funding	\$ 105m
* Totals are approximate	

It must be noted that the greatest challenges facing LA-RICS in the future will be the ability to spend the allotted grant funds within the designated timeframes. These challenges are due to the delays caused by the slow bureaucratic grant spending approval processes at local, state and federal levels. Also, the ability of MSI to promptly gear up for design, engineering and construction has been a continual challenge. LA-RICS staff is communicating with all entities, while managing the anticipated environmental and site access issues, to implement practices that may serve to reduce these delays.

**Funding Plan and Cost Allocation**

The Funding Plan and, most importantly, cost allocation is the single most cited complaint by stakeholders and serves as the fundamental stated reason for membership flight.

**STAKEHOLDERS SAY:  
THE FUNDING PLAN AND AGENCY  
COSTS ARE TOO CONFUSING**

The current Funding Plan must be revised. The assumptions it was based on have changed. Due to continued design changes, costs and funding changes, and membership changes, the Funding Plan has lost its relevance. Moreover, the



confusion surrounding the cost allocation for cities is the single most noted frustration among stakeholders, member and non-member alike. In fact, the Funding Plan and cost allocation models have become disincentives for agencies to participate and are the stated reason for the rash of “opt outs.”

While the County has indeed contributed substantial material and financial resources to LA-RICS, it should balance short-term benefits and long-term benefits. Interestingly enough, stakeholders endorse the idea of a “subscriber” based formula for LA-RICS, although we certainly want to provide benefits to those agencies that have remained steadfast in their support as member agencies.

The County, as the primary user as well as carrying the financial burden, should consider cost recovery based on long-term, not short-term, benefits. The short-term benefit to the current funding plan is that some revenue (albeit miniscule) is being received immediately. But you don’t encourage agencies to join by requiring payments prior to their ability to benefit from its use. If agencies don’t participate, the County will be responsible for these costs anyway. For long-term benefit, we must encourage incentives for agencies to participate. Incentives might include:

1. Rolling back member allocation to the original countywide formula.
2. Keeping those rates fixed despite the number of participating agencies.
3. The County assumes all costs while participating agencies offset County costs through membership or subscriber fees.
4. Forgiveness of the “friendly” contribution that was made by the County to prevent further opt-outs as it would be a County obligation absent participating agencies anyway.

Since this is essentially a County sponsored system that is available to any and all agencies, the cost allocation model should consider fixing the allocation for every city in the county and, should they become a member, that city would be able to readily identify what their cost allocation would be. Alternately, we can develop a subscriber pricing model based on standard “per device” pricing.



***Recommendations:***

- ***The Funding Plan needs to be revised.***
- ***A clear cost allocation formula needs to be developed.***

**“Opt Outs”**

As cities have “opted out”, the proportional share to the remaining members began to rise, increasing the likelihood that it would compel remaining cities to opt-out thereby threatening to create a vicious cycle. Although the County agreed to freeze contribution rates as of October 6, 2015, those rates still reflected the increase from the original “opt-out” period.

It has become necessary to reevaluate the “opt-in” or “opt-out” requirement for membership. As previously mentioned, the most cited cause of concern among agencies is that of cost allocation, an issue that has understandably led members to “opt out.”

The purpose of the “opt out” was to provide agencies the ability to reduce their risk exposure should changes in the Funding Plan’s cost allocation occur. Those changes did occur, prompting numerous opt-outs. However, cities that contract with the County for public safety services also opted-out en masse, even though they knew they would be receiving the services of LA-RICS through their contract public safety partners. Their simple reason is the confusion surrounding the unknown costs to their individual cities in addition to disagreement with the Funding Plan. While merely a statement of political frustration, the result was the appearance of mass defections from LA-RICS. In short, it was a “PR” debacle. There is, however, a distinct need for contract cities/agencies to have a voice in the process. As one contract city manager stated regarding the cost to his city: “It is what it is, but we just want to know what it is.”

Since agencies that contract for Sheriff and/or County Fire services will be attached to LA-RICS simply through their contract relationship, the need to “opt in” or “opt out” is entirely unnecessary, as is the “membership” or “subscriber” requirement. As those agencies are automatically affiliated with LA-RICS through their contractual relationship, they should be considered “Affiliates” of LA-RICS, although consideration would be required in order for them to retain a “seat” on the Board as they would not be titled “member.” As such, the JPA agreement may need to be revisited to address the role of “Affiliates” in the JPA and on the Board, if this option is considered.

Staff and I have been working with the Sheriff’s Department’s Contract Law Enforcement Bureau to determine the impact of LA-RICS on the contract cost model and methods of recovering those costs from the County to support LA-RICS’ operations and maintenance.



***Recommendations:***

- ***Any new funding plan should preclude the “opt in” and “opt out” requirement for contracting cities/agencies, as it is unnecessary.***
- ***As membership or subscription will not be required of contract cities/agencies, they should be considered “Affiliates.”***

## **Billing**

One of the obligations of membership in LA-RICS has been the requirement to pay membership fees beginning July 1, 2015. Due to the last round of opt-outs and the County's freezing of costs, that date was pushed back to July 1, 2016. Because of the delays in actual deployment of LA-RICS, as well as the widespread confusion regarding cost allocation, we must question the wisdom of billing member agencies anytime prior to deployment. These agencies will be required to maintain and fund their existing communications systems pending their switch to LA-RICS, essentially causing them to pay for two systems, one of which is currently unavailable. It certainly doesn't seem appropriate to begin charging members for these services when LA-RICS is currently unable to deploy the services in many areas, and agencies must continue to pay to maintain and operate their existing system or subscribe to the services of another system. This will only serve as a disincentive for agencies to remain members, as evidenced by the recent spate of "opt outs."



### ***Recommendations:***

- ***The initiation of billing for LA-RICS pursuant to the Funding Plan should not commence until the funding plan and cost allocation issue has been revised, is fully clarified and agreed upon.***
- ***Initiation of billing should be contingent upon actual utilization of services by participating agencies.***
- ***There is no need to separately bill contract cities/agencies for Sheriff or Fire services as related costs should be included within the contract rates and can be reimbursed by the County to the LA-RICS' operations and maintenance fund.***

## **"SWOT" Analysis**

### **Strengths:**

- With the commitment of the UASI approval Authority, full funding has been acquired to complete the LMR program.

### **Weaknesses:**

- Funding levels committed for the UASI 17/18/19 grant periods are contingent upon the maintenance of existing federal funding levels but can be adjusted accordingly. The funding level for UASI 17 will be remaining the same, but levels will not be known beyond that for some time.
- Failure to achieve LMR program timelines or expenditures can threaten the UASI Authority's allocation of funding for UASI 17/18/19 as continued funding levels is tied to performance.

Opportunities:

- There is significant opportunity to create incentives for agencies to participate through a significant revision of the Funding Plan and clarification of costs.

Threats:

- The County's potential unwillingness to accept greater potential "risk" regarding any revision to the Funding Plan.
- The City of Los Angeles (grant administrators') requirement to spend previous years grant funds prior to release of funds from subsequent years significantly delays LA-RICS' progress and momentum. (This has now been resolved.)

## RELATIONSHIPS AND MARKETING

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### Relationships

For a variety of reasons, not the least of which are the historical delays in the project, LA-RICS has acquired a tarnished reputation. Frustration is widespread among current and past member agencies as a result of a perceived inability to produce a viable product. A significant lack of confidence in the program exists, in addition to the lack of confidence in its executive leadership. LA-RICS has apparently had such a technical focus that the establishment and *maintenance* of relationships has been largely ignored. However, LA-RICS is a critical project for the region and its reputation can be improved over time with the significant work it is doing to deliver interoperability. An important step in doing this is restoring relationships with the public safety community.

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STAKEHOLDERS SAY:  
LA-RICS HAS LOST ITS CREDIBILITY

One of the issues responsible for our poor perception is a lack of accurate knowledge regarding LA-RICS and the failure to express the value, benefits and actual progress that has been made. In addition to its own internal missteps and external obstacles, misinformation has persistently dogged LA-RICS. Such misinformation, having gone unaddressed, can do as much damage as any truths. On the other hand, had effective education efforts taken place, such misinformation could have been generally negated. To quote a line from the 1967 movie Cool Hand Luke, "What we have here is a failure to communicate."

Communication has failed in other regards. Too many stakeholders have commented that LA-RICS had initially contacted them for preliminary work only to have no further contact for a year. When contact was again made, it would be yet another year before further contact. The failure to maintain contact with client cities has left most feeling they have been forgotten causing many to look to the ICI System to fill their voice interoperability needs. A common comment made by public safety executives has been "it's a proven system."

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STAKEHOLDERS SAY:  
THERE HAS BEEN LITTLE OR NO  
COMMUNICATION WITH STAKEHOLDERS

There has been poor understanding of the progress achieved to date by LA-RICS. In addition, there is inadequate understanding of the capabilities of, in particular, the LTE system. However, as I have been frequently meeting with public safety and city personnel, I have been explaining the progress now being made in addition to demonstrating a small function of the system and have received favorable responses.

The “Operations” aspect of LA-RICS requires a shift in its role. Historically the role of sworn staff has been to represent the system “user,” obviously a fundamental one. That role should include the key responsibility of developing an ongoing and supportive relationship with stakeholders. Sworn staff is now the point of contact to agencies, responsible for frequently contacting and updating stakeholders regarding our progress.

I am taking every available opportunity to meet with various public safety and city representatives to update them regarding the progress and changes at LA-RICS. I specifically tell them that the visit is not a “sales pitch” and that I support ICI System and its efforts. Chris Odenthal, Jacobs Project Manager is now accompanying me and, together, we discuss the objectives of LA-RICS and how it fits into the “system of systems” put forth by the UASI Approval Authority. We are also honest about the challenges and obstacles faced by LA-RICS, but also the benefits it will provide and its healthy future. We have been well received and believe it serves to improve credibility.

### **Outreach and Marketing**

There are two aspects to outreach: 1) outreach to the community, and 2) outreach to public safety. Outreach has generally been viewed as the initial efforts to inform the community as to our intent to build a communications site in their neighborhood and to seek community support. As previously discussed, those efforts relied on the participation of Katz. While sworn staff would often be present, it appears the primary emphasis was more toward the “technical” effort than for the public safety “need.” Outreach to the community has been reactive and not compelling.

There is a difference in telling a homeowner “We’re going to build a big tower near you and it’s for public safety” vs. “Public safety needs improved communications to better protect your home but, to do so, we need to construct a tower near you.” Outreach to the community requires a more convincing public safety approach. Future efforts will entail greater involvement by LA-RICS’ public safety personnel. They must be the primary face of community outreach, only supported by technical staff. Outreach efforts need to be more proactive.

The other aspect to the discussion on outreach focuses on stakeholders. In handwritten notes from February 2011 historical files, it was noted: “Outreach and information to the JPA members is critical and is not occurring! Effective outreach to our members as well as the public to support this project is important.” Unfortunately, five years later it remains the same. In order to overcome the loss of confidence, our outreach efforts must focus on educating the public safety community regarding our vision, the extensive applications offered by our systems, and our progress.

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**STAKEHOLDERS SAY:  
OUTREACH EFFORTS HAVE  
BEEN POOR AND INEFFECTIVE**

One of the more significant criticisms I heard from stakeholders was the lack of “marketing” by LA-RICS. Indeed, by all accounts, marketing has been not only

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**STAKEHOLDERS SAY:  
THERE IS LITTLE OR NO MARKETING**

inadequate but also nonexistent. What few efforts that have apparently been made appear to have been by verbal description with visual PowerPoint aid, heavily influenced by a technical perspective I would fear. While I have not been witness to any previous efforts, I have seen no evidence of any convincing presentation.

During my first outing with staff to meet with a local police agency, I requested staff be prepared to provide a simple demonstration of the LA-RICS system in order to overcome the common perception that LA-RICS has nothing to show for its efforts. That demonstration proved to be convincing and resulted in that city “opting” back in.

While meeting with JPA Board members, they each stated they had never seen any “product” from LA-RICS. That comment deeply disturbed me for several reasons: 1) LA-RICS did, in fact, have a degree of operational capability, and 2) if our JPA Board members were to effectively represent LA-RICS to other agencies, they must be given with the knowledge to do so. A demonstration was conducted at a subsequent Board meeting and proved to be both beneficial and encouraging. We have since adopted a simple approach to presentations. “Don’t tell. Show!”

LA-RICS Operations staff is now actively pursuing opportunities to conduct demonstrations of the system throughout the County. We are currently scheduling these presentations for the Independent Police and Fire Chief Associations, various local, state and federal governmental representatives, Sheriff and County Fire executive command staff meetings, and regional conferences.

### **Changing the Face of LA-RICS**

As LA-RICS has been in the development mode for such an extended time, it is generally viewed as a technical project. LA-RICS staff has generally been the “face” of LA-RICS. While crucial to the program’s success, technical and administrative staffs are just one of the tools to achieve this public safety goal. This also becomes somewhat apparent during outreach efforts in the community where there is the danger of LA-RICS being viewed primarily as a technical project instead of a public safety necessity. Any and all community outreach efforts or events must be presented with primary emphasis on public safety’s need to better serve the community. Technology is simply the tool to enhance the ability to serve our communities.

Community outreach efforts require visible and vocal public safety representation. The “need” must precede the “what” and public safety personnel can most persuasively present that case. We must ensure the public understands why they need LA-RICS. Consequently, the law enforcement and fire service representatives are being given a greater role in serving as community representatives. In addition,



for large public events, the LA-RICS Board of Directors (particularly sworn members) will be enlisted to participate in leadership speaking roles. We must emphasize the message of “why” instead of “what.”

### **Eliminating Reference to Marketing**

LA-RICS will truly be a remarkable communications system with capabilities far surpassing the traditional concept of interoperable voice communications. However, as the “system of systems” concept has been adopted, LA-RICS must not be viewed as trying to “steal business” from other systems.

I am a strong proponent of options, particularly among cities trying to be good stewards of public funds. There is no single system that will fully satisfy the needs of all public safety organizations. That being said, it is important for public safety to possess an accurate understanding of LA-RICS and its capabilities, beyond the perceptions discussed in this document.

Although not necessarily accurate, the term “marketing” implies a sales pitch. But, it is difficult to sell something that nobody has actually seen or touched (as I was often reminded during my interviews), which is the case with LA-RICS. It will prove both difficult and frustrating to “market” LA-RICS under these circumstances, particularly if our intent is to avoid being viewed as trying to be competitive. However, as we conduct demonstrations, agencies have become aware of the progress and services that will be available through LA-RICS, thereby generating enthusiasm. Consequently, we must eliminate use of the term “marketing” and begin using the term “education.”

### **Electronic Communications**

As part of our educational and outreach efforts, the LA-RICS online presence requires attention. As previously mentioned, Katz is responsible for maintaining the LA-RICS website, but greater attention is required. I believe the website requires updating in addition to offering up-to-date information to help convey our renewed energy and progress, provide timely “success” stories, and serve as an educational platform that reveals an expanding vision. But the website is not Katz’ responsibility alone. LA-RICS staff must also be actively involved in providing content as well. In addition, printed informational material is dated and does not reflect LA-RICS’ current efforts and progress.

To resolve these issues, I will be creating a “Communications Group,” tasked with identifying and managing all forms of informational communication: website, social media, printed stock material, newsletters, email blasts, etc. They will be tasked with identifying and utilizing any and all opportunities to disseminate information regarding LA-RICS and well as ensuring it remains topically up-to-date.

**Recommendation:**

- **Monitor efforts to improve communications to stakeholders through social media.**

**Product Demonstrations**

In the past few months, I have seen some of the capabilities of this system and have been very impressed. With the completion of LTE Phase 1, we can demonstrate its function and performance in most areas (LTE Phase 2 will augment the areas where additional coverage is needed). A pre-deployment of the LMR system has proven successful, albeit currently limited in scope. Subsequently, we are now able to conduct actual demonstrations of both systems. Simple demonstrations of the ability to utilize LMR and LTE, coupled with various devices to seamlessly communicate, have proven effective. Again, our approach will be “Don’t tell. Show!”

**STAKEHOLDERS SAY:  
THERE IS ONLY A BASIC  
IMPRESSION OF THE SYSTEM**

The use of the LTE at this year’s Rose Parade proved to be both successful and impressive. Last year’s deployment at the West Hollywood Halloween Carnival had been equally successful. Unfortunately, our JPA Board members were largely ignored and unable to witness its operation. A recent demonstration to the Board members proved valuable displaying a sample of our capabilities. Similarly, a recent simple demonstration was partly responsible for a police agency having opted “back in.” Demonstrations are proving to be effective at educating stakeholders regarding LA-RICS’ unique capabilities. They are becoming a major element of our educational outreach efforts.



**Relationship with ICI System**

Another frequent comment from stakeholders was the frustration related to the ongoing feud between LA-RICS and the ICI System, a relationship that has been historically competitive and contentious. Handwritten historical notes dated April 6, 2007, suggested

**STAKEHOLDERS SAY:  
THERE IS A POOR RELATIONSHIP  
WITH ICI SYSTEM**

the need to “tone down” the rhetoric, adding that there is no need to compete for interoperability, a concern that continues to be expressed.

Recent ICI System committee notes include misstatements about LA-RICS that place LA-RICS in an unfavorable light. On the other hand, comments are attributed to LA-RICS as having publicly stated “if you build it, they will come” or “if the T-band take back occurs, the cities will have to come crawling back.” It is clear that there has been historical positioning between LA-RICS and the ICI System that remains unhealthy and unproductive to this day.

What stakeholders have noted is that many of them utilize the services of ICI System and have been pleased with it. ICI System has been operational for many years and is now part of the “system of systems” approach to regional interoperability. I believe the ICI System provides essential interoperability for many agencies and, in order to fully achieve public safety’s goal of complete interoperability, we must change from an attitude of competition to one of cooperation.

A concerted effort is now being made to eliminate the long-standing “rivalry” between LA-RICS and ICI System. ICI System has proven itself over many years to be able to provide much needed services to its member agencies. Consequently, LA-RICS is eager to partner with ICI System by connecting the systems via ISSI, or the device necessary for connection. LA-RICS currently possesses an ISSI for this connection. According to Ray Eady, Executive Director of ICI System, he has included their ISSI in the UASI 16 grant fund request and expects to have it acquired and ready by the latter part of 2017. In the meantime, Ray and I will be regularly meeting to discuss cooperative progress toward this goal which will provide mutual benefit.



***Recommendation:***

- ***Monitor efforts to improve relationships with ICI System.***

**“SWOT” Analysis**

**Strengths:**

- Demonstrations to stakeholders are proving effective (Don’t tell. Show!).

**Weaknesses:**

- Poor relationships and lack of follow-up communication with stakeholders.
- Poor website and social media presence.
- Poor relationship with ICI System.

**Opportunities:**

- Greater public safety focus for community outreach will improve education and understanding.
- Greater JPA presence for LA-RICS outreach to public safety will enhance trust.

- Staff is identifying public media forums to provide greater educational outreach (cable channel, website, newsletters, etc.).
- A high quality educational outreach video is in production.

Threats:

- Failing to improve stakeholder relationships will continue to erode their confidence and support.

## BUSINESS STRATEGY

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There are several significant areas where we are adopting, or must adopt, different strategies to their approach. These largely reflect the areas of concern expressed by the stakeholders and confirmed by my observations. While I will not address the minor areas where such changes have been implemented, I will discuss the essential ones. Some business strategies that have been discussed in previous sections may be repeated here.

### **“Education” vs. “Marketing”**

The word “marketing” implies a competitive effort to sell a product. As previously discussed regarding relationships with ICI System, it must be our intent to foster a “cooperative” not “competitive” approach. Consequently, I have directed staff to replace the term “marketing” with that of “education.” If LA-RICS is to overcome much of the negative perception it has acquired over the years, it must educate stakeholders. That education will provide the knowledge and awareness necessary if agencies are to understand and appreciate the services provided by LA-RICS, whether they choose to utilize those services or not.

Education efforts will include conversations, presentations, and demonstrations among public safety leaders, city officials, and any and all stakeholders, in addition to the public at large. These efforts have become a significant part of our “Operations” management public safety staff. And, as previously mentioned, JPA Board members must play a greater role in representing LA-RICS to not only public safety and city officials, but throughout the community as well.

Easily the most persuasive element we have utilized is the demonstration of the integrated LMR and LTE systems. It not only reveals that LA-RICS does, in fact, have something to show, but that show can be impressive. Demonstrations are being scheduled throughout the County as part of our education campaign.

While our education efforts are part of our business strategy, the most significant change will be in our Deployment Strategy.

### **Deployment Operations**

NTIA has expressed concern regarding the apparent lack of system utilization of the LTE system thus far, a concern that is partly responsible for their hesitancy to release additional funds for LTE Phase 2. They have stated how important it is to see agencies using the system, consequently system utilization has taken on new urgency. This is the same issue that stakeholders have raised concerning the LMR system, the perception being that LA-RICS has nothing to show for its efforts.

Perhaps the single most significant effort we have initiated is that of deployment. The primary focus of Operations Management will now be the deployment of LMR and LTE functionality.

**STAKEHOLDERS SAY:  
THERE HAVE BEEN NO  
TANGIBLE DELIVERABLES**

Deployment includes not only “on-boarding” of agencies but outreach, education and training. As stated before, demonstrations to stakeholders are beginning. We believe this will serve as evidence of the progress being made.

To reflect this new priority, the “Operations” section of LA-RICS has been renamed “Operations and Deployment.” Public safety staff now accept this as their fundamental responsibility, followed by outreach and training. While their pre-existing duties remain, their new “top priority” is specifically intended to get “users on board.”

Staff is prioritizing efforts to grow the utilization of both the LMR and LTE systems. With the LTE system, the use of smart devices for Band 14 communications has proven very attractive to agencies. We can anticipate even greater enthusiasm when agencies begin using the LTE for data and video as part of their investigative efforts.

Staff is developing strategies to determine appropriate agencies that can be on-boarded. Criteria are determined largely by area of current coverage, project construction timelines and progress, and our ability to equip, train and support these agencies.

The eight LMR “pre-deployment” sites that were constructed last year were a wise decision and currently permit viable LMR operations with reasonable coverage. Specialized investigative units and agencies have begun using the LMR system. While it still does not yet possess the coverage reliability for primary use, it offers significant value for these specialized activities.

As part of this effort, staff has identified logistical issues that delay progress of LTE deployment. Most notably, the installation of routers in vehicles has proven to be a slow process. This is due to the need to “map” the wiring required and acquire the resources necessary to install equipment in vast vehicle fleets. Due to the volume of vehicles, the Sheriff’s and County Fire Department’s have found it necessary to hire contractors to do the installations. Even so, it is proving to be an unacceptably slow process. Both agencies are exploring methods to speed installations. Still, it is a good learning process for identifying issues that user agencies may face.

***Recommendation:***

- ***Monitor efforts to deploy resources to participating agencies.***

## Applications Development

While the LTE system generated much interest during demonstrations, an added point of interest is the potential for personalized applications. Consequently, staff has been given an additional objective of researching “applications” that can be included with the LTE system. Providing the LTE system with bundled applications is proving attractive. We even intend to encourage participating agencies to develop their own applications that would then be available in the LTE “app store” for other agencies to download and utilize. One agency immediately suggested an application for F.I.’s. To have apps being suggested even before system deployment is certainly encouraging.

## Vision

The closest thing to a “vision” was the original “One system - One voice” that adorned LA-RICS brochures. However, that became irrelevant with the adoption of the “system of systems” concept.

Because of its long-bred technical focus, the goal (by default) for LA-RICS is to “get it built.” The mission has been to construct as many LTE and LMR towers as possible and to spend awarded grant funds so we don’t lose them. Unfortunately, the real reason as to “why” LA-RICS exists has been neglected. This highlights my observation that LA-RICS currently lacks an articulable vision and staff has found it difficult to express one because of the years of being “in the [technical] trenches.”

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**STAKEHOLDERS SAY:  
THERE IS NEED FOR A VISION**

During one of my first executive staff meetings, I asked, “What is our vision?” There was an uncomfortable silence before a couple of individuals offered their suggestions. While good ones, nobody could articulate a common view. One of the fundamental requirements of any successful program or effort is to simply possess a common understanding of “why” we do what we’re doing. In order to gain the trust and confidence of our stakeholders, they must understand our vision.

What is easily overlooked is the expanded scope of the LA-RICS projects. This will provide public safety with capabilities far beyond other areas of the country. Our vision is different now. It has expanded.

We have a great opportunity to reevaluate the LA-RICS vision. In this instance, we shouldn’t look forward but, instead, look back at the changes that have taken place within LA-RICS. While voice interoperability was the initial focus, the focus has significantly expanded with the addition of the LTE project. No longer simply voice interoperability, the addition of the LTE program has given LA-RICS the opportunity to expand the traditional perception of “interoperable communication” by integrating different technologies. As we pursue this effort, staff has become increasingly excited about its potential applications and possibilities. The view of our mission has expanded, as have our expectations.



I recently called a meeting with LA-RICS' public safety representatives to begin developing an appropriate vision statement that will reflect our current efforts and the benefits of this unique system. Administrative and technical staff was intentionally precluded from participating, as I believe the statement should fully reflect public safety's vision and not a technical perspective. Once a draft vision statement has been developed, it will be presented to the Board for consideration. It is my belief that this will serve to instill greater understanding regarding the significance and benefit that LA-RICS will bring to the public safety community, not only for the benefit of staff but to convey our meaningful purpose to the public safety community at large.

***Recommendation:***

- ***Monitor LA-RICS efforts to develop a clearly stated vision statement.***

### **Sponsorship of LA-RICS**

While it is too soon to fully understand the future staffing needs necessary to support the LMR and LTE systems once construction has been completed, the discussion should soon begin. Perhaps the most significant topic is regarding future sponsorship of LA-RICS. As a multi-agency service provider, LA-RICS should always provide a mechanism for participating agencies to voice their needs and concerns. What isn't clear is if that should be in the form of a joint powers authority, an advisory body, or something else.

What isn't a secret is that Los Angeles County is the lead entity for LA-RICS. During my interviews, many public safety representatives commented that LA-RICS is widely viewed as a "County project" and questioned why it wasn't under the oversight of the Sheriff's Department, expressing support for that concept as well as a subscriber model. While it attempts to have a "hands off" approach, the reality is that the County holds the true financial risk for the program. Consequently there should be consideration for the County to reassert greater ownership of LA-RICS. The following options are merely examples of ownership options. None are intended to be specific proposals, but merely conversation starters.

#### Option 1

One option would be for LA-RICS to remain an independent JPA with an "at will" Executive Director, allowing the Board to recruit and select as it deems appropriate. As this assessment has recommended, this will require a greater degree of Board participation in serving as the "face" of LA-RICS. Despite recent gains in educating our stakeholders, much work remains to be done.

Another variant of this option could be for the Board to contract with the Sheriff's Department to provide a Commander item on contract to serve as Executive Director. This would empower the Board with the ability to approve the selection and "de-selection" of candidates while allowing the Sheriff a degree of flexibility in



proposing suitable candidates. This can be achieved with no net cost to the Authority.

### Option 2

Another option would be to place LA-RICS under the direct responsibility of the Sheriff's Department, as this would be the most likely organization to operate and maintain the system in the future. In this instance, the JPA could be either retained with the Sheriff as the Board Chair, dissolved in favor of an advisory body to represent participating agencies, or LA-RICS simply operated as part of the Sheriff's Department. I would advise, at minimum, the retention of some form of representation for participating agencies.

In this case, another consideration should be the "Executive Director" role. The Executive Director could continue to be an "at will" contract employee or, perhaps, the JPA (if retained) could contract with the Sheriff's Department for a Commander level position to serve in the Executive Director role. In this case, the Sheriff could appoint an individual with Board concurrence.

An advantage to this option is the greater degree of political influence, not just locally but nationally, the Sheriff himself brings to the effort. A potential disadvantage is the real or perceived loss of influence by participating agencies.

Lastly, consideration must be given to the impact that any potential action would have on existing and continued grant funding. Could a fundamental change, or any of its forms, pose a potential threat to the loss of grant funds?

Despite any discussion regarding its current or proposed form, there is also the question of what to do with LA-RICS once construction has been completed. The Southern California counties of Orange, Riverside, San Bernardino, San Diego and Imperial each have a countywide interoperable communications system operated by their Sheriff's Department. This structure has proven successful throughout Southern California and the Los Angeles region should prove no different. Staff requirements should be reduced to provide maintenance and billing services. Any need for capital improvements could be coordinated within the County, which has experience with the construction of the Countywide Integrated Radio System (CWIRS).

### **"SWOT" Analysis**

#### Strengths:

- Agency interest in applications development.
- Outreach educational demonstrations proving very successful.
- Agencies currently utilizing LMR and/or LTE devices have been very pleased.

#### Weaknesses:

- The installation of routers has been slow and is impeding our ability to deploy LTE in a timely manner.

- Previous “marketing” efforts have been poor or non-existent.

Opportunities:

- Federal interest and participation is growing, which may prove beneficial in addressing grant-funding obstacles.

Threats:

- Failure to increase LTE system utilization may threaten future grant funded support by NTIA.

## **Final Words**

I must conclude with my most significant observations. During these last few months, I have come to truly appreciate the dedication and skill of the entire staff of LA-RICS. They are, indeed, the most impressive collection of employees I have had the pleasure to work with. They have endured some of the most trying circumstances and yet continued to perform with distinction. LA-RICS LTE system is one of only five such efforts nationwide and is also the largest. Combined with the LMR system, they are a unique integration of communications systems that will truly change the way public safety communicates in the future. We can fully expect LA-RICS will prove to be a valuable tool in helping public safety personnel to not only better communicate with each other, but better serve the public as well.

John Radeleff (DBA Radeleff Consulting, Inc.)  
Interim Executive Director, LA-RICS  
September 1, 2016

## 90-DAY SIGNIFICANT EVENTS

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Numerous significant events have been achieved during the past 90 days. While many have been prompted by recent changes, they could only have been achieved through the hard work and dedication of LA-RICS staff. Those events partly include:

- Meetings with 45 stakeholders to identify areas of concern
- Acquired FEMA approval of Finding of No Significant Impact (FONSI) for the Programmatic Environmental Assessment (PEA) following a two-year delay
- Final Environment Impact Report (EIR) issued and certified by the Board
- NTIA grant extension authorized through September 2016 with Congressional Appropriation extension of BTOP funds through 2020
- Acquired \$10 million augmentation (6 months) for the LA-RICS' revolving fund (gap funding)
- Successful spending of the entire UASI 11 grant award funds, totaling \$18 million.
- SB 1008 moving through the State to extend CEQA exemption
- Acquired written commitment from LA/LB UASI Approval Authority to fully fund the requested \$105 million for the completion of LA-RICS' LMR
- Initiating efforts to revise the Funding Plan and cost allocation
- Reorganization of LA-RICS to improve accountability
- Reorganization of Jacobs Engineering's Project Management team.
- Executive staff meetings refocused toward problem identification and solving
- MSI Project Manager now included in executive staff meetings for improved communication
- Monthly meetings with Jacobs and MSI executives to discuss PM performance
- Initiated educational demonstrations for stakeholders
- City of Bell voted to "opt back in" as members of LA-RICS
- Meetings with ICI System Executive Director to create a positive and supportive relationship
- Beginning preparations to connect LA-RICS and ICI System for system interoperability
- Developing a site deployment strategy to better plan for site construction priorities
- Developing a Deployment Plan to on-board users for LTE and LMR systems in a strategic and timely manner.
- Developing of a "Vision" statement for LA-RICS
- Construction Waiver approved by FEMA for UASI 12-16



## 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>

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

October 6, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff  
Interim Executive Director

### OUTREACH UPDATE

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

Municipality	Meeting Date
<b><i>Agoura Hills City Council</i></b>	September 14, 2016
<b><i>FirstNet Quality of Service, Priority and Preemption (QPP) Meeting</i></b>	September 20, 2016
<b><i>Demonstration to Southern California Association of Governments (SCAG) FirstNet Subcommittee</i></b>	September 21, 2016

Interim Executive Director John Radeleff and representatives from the LA-RICS Team continued their ongoing outreach by meeting with City Officials from Agoura Hills to discuss shared issues and potential cooperation regarding the LMR and Long Term Evolution (LTE) systems currently proposed at a location in the City of Agoura Hills.

The LA-RICS Team hosted the FirstNet Quality of Service, Priority and Preemption with Los Angeles Area Police and Fire Agencies to allow their input on the development of the conceptual framework for network policies and practices.

**AGENDA ITEM E**

The LA-RICS Team also hosted the SCAG FirstNet Subcommittee meeting where staff provided a static display and demonstration to attendees. The event was attended by representatives from Los Angeles, San Bernardino and Riverside Counties.

Lastly, ongoing meetings with the LA-RICS Communication Team to discuss recommended changes to our current Outreach Plan are well underway. A plan to develop a new strategy that is focused on establishing a more prominent social media presence, revamping the website and updating all handouts and newsletter materials are the main goal of the team.

WST:pl



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JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

October 6, 2016

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

Dear Directors:

### **APPROVE AMENDMENT NO. 21 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM**

#### **SUBJECT**

Board approval is requested to execute Amendment No. 21 to Agreement No. LA-RICS 007 (Agreement) to revise the Agreement to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) including site JPK2 into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site (JPK2); (c) the reconciliation of ten (10) LMR System Sites to reflect the updated LMR System Design; (d) the removal of Project Description Work and corresponding costs; and (e) an increase to the Maximum Contract Sum by \$746,592. Amendment No. 21 will be substantially similar in form to Enclosure 1.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:

**AGENDA ITEM F**

- a. Find that including the Johnstone Peak 2 (JPK2) site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, (1) is within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System Land Mobile Radio (LMR) System, which your Board certified as compliant with the California Environmental Quality Act (CEQA) on March 29, 2016, and (2) there are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA.
  - b. Adopt the Findings of Fact and Statement of Overriding Considerations for the JPK2 site included as Enclosure 2, determining that the significant adverse effects of implementing the LMR System at the JPK2 site have either been reduced to an acceptable level or that it is infeasible to do so, and concluding that the benefits of implementing the LMR System at the JPK2 site outweigh its significant and unavoidable impacts.
  - c. Find that specific economic, legal, social, technological, or other considerations since March 29, 2016, have made the LMR System project infeasible at the Johnstone Peak (JPK) site, one of the 44 LMR System project sites in the Final EIR approved by your Board on March 29, 2016.
  - d. Find that changes necessary to reflect the reconciliation of ten (10) LMR System Sites to align with the updated LMR System Design are within the scope of the impacts analyzed in the Final EIR for the LMR System your Board certified on March 29, 2016, and there are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA.
2. Approve Amendment No. 21 (Enclosure 1) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
    - a. Make changes necessary to reflect the replacement of the Johnstone Peak (JPK) site with the Johnstone Peak 2 (JPK2) site by (1) removing the JPK site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System



- Implementation), respectively, and all associated Work of the same. The scope, cost, and all associated Work for Phases 1 through 4 for the JPK2 replacement site shall be equivalent to that of the JPK site, resulting in a cost neutral replacement.
- b. Authorize the Authority to exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for the Johnstone Peak 2 site, which is described and analyzed in the Final EIR.
  - c. Make changes necessary to reflect the reconciliation of ten (10) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$804,962.
  - d. Remove Project Description Work and corresponding costs from the scope of Phase 1 (LMR System Design) Work for five (5) LMR System Sites as this work is no longer required for a cost decrease in the amount of \$58,370.
3. Authorize an increase to the Maximum Contract Sum by \$746,592 (\$804,962 - \$58,370), when taking the cost increases and decreases into consideration to \$285,950,390.
  4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 21.
  5. Delegate authority to the Interim Executive Director to execute Amendment No. 21, in substantially similar form, to the enclosed Amendment (Enclosure 1).

## **BACKGROUND**

The Authority continues to work closely with Motorola on the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to reconcile certain Work, equipment, and corresponding costs for certain LMR System Sites to reflect the updated design. This Amendment No. 21 reflects the most recent set of sites that have been reconciled.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find the inclusion of the Johnstone Peak 2 site is within the scope of the impacts analyzed in the Final Environmental impact Report (EIR) for the LA-RICS LMR System, adopt Findings of Fact and Statement of Overriding Considerations and authorize the Interim Executive Director, on behalf of the Authority, to (a) make changes necessary to reflect the replacement of the Johnstone Peak (JPK) site with the Johnstone Peak 2 (JPK2) site by (1) removing the JPK site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and

Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) including the JPK2 site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as the JPK site; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for the JPK2 site; (c) reconcile ten (10) LMR System Sites to align with the updated LMR System Design; (d) remove Project Description Work and corresponding costs from the scope of Phase 1 (LMR System Design) Work for five (5) LMR System Sites as this work is no longer required; and (e) all actions increasing the Maximum Contract Sum by \$746,592.

On March 29, 2016, your Board has certified the Environmental Impact Report (EIR) for the LA-RICS LMR System (State Clearinghouse Number 2014081025); adopted a Mitigation Monitoring Plan (MMP) as a condition of project approval; adopted Findings of Fact (Findings) and Statement of Overriding Considerations for the Project; and authorized the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at 44 LMR sites.

The EIR analyzed several alternative sites that were not ultimately selected by the Authority. Included among these alternative sites was Johnstone Peak 2 (JPK2), which was identified in the EIR as an alternate site to Johnstone Peak (JPK). The JPK and JPK2 sites are adjacent locations within approximately 200 feet of each other in the Johnstone Peak Communication Site as designated in the Angeles National Forest Land Management Plan. The Authority selected the JPK site because it is closer to the existing Los Angeles County communications facility and is located closer to a power source than the JPK2 site. Further, selection of the JPK site would avoid the slightly greater biological resource impacts associated with construction of the JPK2 site. However, pursuant to the EIR and the previously adopted Findings, neither site is environmentally superior to the other.

Since the March 29, 2016, project approval, site design has progressed. The LMR site design team has identified that the JPK site has a steep grade and that installation on this site would require substantial earth moving and construction of a retaining wall. By contrast, the JPK2 site is flatter, and its use would require much less earthwork and would eliminate the need for construction of a retaining wall as would be required at the JPK site. Communications coverage provided by each of the sites would be substantially similar. Although proposed activity at the JPK2 site has a potential for slightly greater biological resource impacts than at JPK due to its closer proximity to wetlands off site, best management practices to control erosion and sedimentation of excavated soil from stormwater runoff as specified in the EIR would be implemented to avoid impacts to wetlands. And, as summarized in Table ES-1 of the Draft EIR and

analyzed resource-by-resource in the final EIR, all other environmental impacts at both of these sites would be similar, and neither site was identified as environmentally superior to the other in the EIR.

Mitigation measures identified in the EIR to reduce impacts to less than significant are the same for both sites and mitigation measures identified for the JPK site in the Mitigation Monitoring Plan that was adopted by the Board on March 29, 2016, are applicable to the JPK2 site.

With respect to the site reconciliation, as a result of the membership opt outs and redesign efforts to date, it is necessary to reconcile the Work and equipment at five (5) LMR System Sites to reflect the updated LMR System Design. Such reconciliations include, but are not limited to, changes in the type of antenna support structure, shelter, generator, battery, etc. Further, the redesign has necessitated changes in the equipment counts and configuration (e.g. antennas, bay stations, equipment racks, and other auxiliary communications equipment) at particular sites to align with the new design. All updates to the LMR System Design are within the scope of the impacts analyzed in the Final EIR certified on March 29, 2016, and there have been no changes to the project or to the circumstances under which the project is undertaken for these ten (10) LMR System Sites that would require additional review under CEQA due to new significant effects or a substantial increase in the severity of previously identified significant effects.

Further, it is necessary to remove Project Description Work from further consideration from five (5) LMR System Sites as this work is no longer required as we have moved into.

Therefore, the Authority is recommending approval of Amendment No. 21 to, among other things, replace the JPK site with the JPK2 site for Phases 1 through 4. Changes to cost are not anticipated for the one-for-one site replacement from JPK to JPK2 with the equivalent scope for Phases 1 through 4 in the LMR contract. The Authority will return to your Board with an amendment that contemplates the reconciliation of any scope changes for Phases 2 through 4 as may be necessary to align with the LMR System redesign.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 21 will increase the Maximum Contract Sum by \$746,592 to \$285,950,390, when taking the cost increases and decreases into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

## **ENVIRONMENTAL DOCUMENTATION**

On March 29, 2016, the LA-RICS Authority 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. At that time, the Board approved forty-four (44) LMR System Sites, including the JPK site. As discussed above, since the March 29, 2016, project approval, site design progressed, and staff now recommends replacing the JPK site with JPK2 site for the reasons explained above. Although the JPK2 site was not one of the 44 sites selected for approval on March 29, 2016, it was specifically analyzed in the Final EIR and there are no changes to the project at the JPK2 site or to the circumstances under which the project would be undertaken at the JPK2 site that require further review under CEQA. Thus, the Board's certification of the Final EIR on March 29, 2016 covers approval of the JPK2 site. To fully comply with CEQA, however, staff has prepared Findings of Fact and a Statement of Overriding Considerations for the JPK2 site, included as Enclosure 2, demonstrating that the significant adverse effects of implementing the LMR System at the JPK2 site have either been reduced to an acceptable level or that it is infeasible to do so, and concluding that the benefits of implementing the LMR system at the JPK2 site outweigh its significant and unavoidable impacts. Additionally, the Mitigation Monitoring Plan that was adopted by the Board on March 29, 2016, is applicable to the JPK2 site.

Upon your Board's approval of the recommended actions, a Notice of Determination for the JPK2 site will be filed with the County Clerk pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

## **NEPA**

Construction and implementation of the LMR System Sites would be funded through a grant from the Department of Homeland Security's Federal Emergency Management Agency (FEMA). FEMA is the federal lead agency for purposes of review under the National Environmental Policy Act (NEPA) and must conduct its review prior to construction of any LMR facilities. The Authority is working with FEMA on applicable site-specific NEPA documentation according to the process described in FEMA's Programmatic Environmental Assessment (PEA) and requirements in the programmatic Finding of No Significant Impact (FONSI) for all proposed LMR sites for FEMA approval.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

**CONCLUSION**

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

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JR:JA

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Enclosures

c: Counsel to the Authority

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

**Recitals**

This Amendment Number Twenty-One (together with all exhibits, attachments, and schedules hereto, "Amendment No. 21") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of October \_\_\_\_\_, 2016, based on the following recitals:

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

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

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate.

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

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

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

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

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

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

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

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

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

The Agreement has been previously amended by Amendment No. Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation)

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

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

The Agreement has been previously amended to Amendment No. Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment No. Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment No. Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment No. Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost



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

The Agreement has been previously amended in Amendment No. Seventeen, effective April 25, 2016, as follows:

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

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

The Agreement has been previously amended in Amendment No. Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ( $\$76,136 + \$46,696$ ), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

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

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

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification),

Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,962; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) increasing the Maximum Contract Sum by \$746,592 (\$804,962 - \$58,370) to \$285,950,390, when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in this Amendment No. 21.

This Amendment No. 21 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 21, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 21 refer to sections of the Base Document, as amended by this Amendment No. 21.
2. Removal of One (1) LMR System Site. The parties agree and acknowledge that the one (1) LMR System Site, listed below, will no longer be considered for inclusion in the LMR System and will be removed from Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, no further Work will occur at this site and this site is removed from the relevant portions of Exhibit C (Schedule of Payments).

REMOVAL OF LMR SYSTEM SITE – AMENDMENT NO. 21		
Item No.	Site ID	Site Description
2.1	JPK	Johnstone Peak

3. Inclusion of One (1) LMR System Site into the LMR System. The parties agree and acknowledge that the following one (1) LMR System Site will serve as a replacement site for JPK and be considered for inclusion into Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and Work will occur at this LMR System Site as required in the Agreement, and that this site is added to the relevant portions of Exhibit C (Schedule of Payments).

<b>INCLUSION OF LMR SYSTEM SITE – AMENDMENT NO. 21</b>		
<b>Item No.</b>	<b>Site ID</b>	<b>Site Description</b>
3.1	JPK2	Johnstone Peak - 2

4. Exercise of Unilateral Option. As provided in Section 4.1.2.2(c) of the Base Document, Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), respectively, for one (1) LMR System Site (JPK2) as reflected in this Amendment No. 21 and Exhibit C (Schedule of Payments). Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees that it shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Options for Phase 1 (System Design) for the one (1) LMR System Site (JPK2) contemplated as part of the LMR System when taking this Amendment No. 21 into consideration, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.
5. LMR System Site Reconciliation. The parties agree and acknowledge to reconcile ten (10) LMR System Sites and all corresponding Work and Components to reflect the updated LMR System Design for these sites. The costs associated with these ten (10) LMR System Sites are included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 8.6 of this Amendment No. 21, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

<b>RECONCILIATION OF LMR SYSTEM SITES – AMENDMENT NO. 21</b>		
<b>Item No.</b>	<b>Site ID</b>	<b>Site Description</b>
5.1	CPK	Castro Peak
5.2	GRM	Green Mountain
5.3	LACF072	FS 72
5.4	LDWP243	DWP Sylmar Water Ladder
5.5	MLM	Mira Loma Facility
5.6	OAT	Oat Mountain OAT
5.7	SDW	San Dimas
5.8	SGH	Signal Hill
5.9	TOP	Topanga Peak
5.10	TPK	Tejon Peak

6. Removal of Project Descriptions for Five (5) LMR System Sites. The parties agree and acknowledge that all project description Work for five (5) LMR System Sites are removed from further consideration from Phase 1 (System Design) as set forth in this Section 6.

<b>REMOVAL OF PROJECT DESCRIPTIONS – AMENDMENT NO. 21</b>		
<b>Item No.</b>	<b>Site ID</b>	<b>Site Description</b>
6.1	BAH	Baldwin Hills –LA-RICS
6.2	LASDTEM	Los Angeles County Sheriff Temple Station

REMOVAL OF PROJECT DESCRIPTIONS – AMENDMENT NO. 21		
Item No.	Site ID	Site Description
6.3	LACF134	LACF134
6.4	SMMC	Santa Monica/UCLA Medical Center
6.5	UCLA	UCLA (Factor Building)

7. Amendments to the Base Document.

7.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:

8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Five Million, Nine Hundred Fifty Thousand, Three Hundred Ninety Dollars (\$285,950,390), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

7.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Seventy-Four Million, Sixty-Three Thousand, Eight Hundred Sixteen Dollars (\$274,063,816). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

8. Amendments to Agreement Exhibits.

8.1 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) to Exhibit C (Schedule of Payments) attached to this Amendment No. 21, which is incorporated by this reference.

8.2 Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) attached to this Amendment No. 21, which is incorporated by this reference.

8.3 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 21, which is incorporated by this reference.

- 8.4 Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 21, which is incorporated by this reference.
  - 8.5 Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 21, which is incorporated by this reference.
  - 8.6 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated August 2016, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated September 2016, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
9. This Amendment No. 21 shall become effective as of the date identified in the recitals, which is the date upon which:
    - 9.1 An authorized agent of Contractor has executed this Amendment No. 21;
    - 9.2 Los Angeles County Counsel has approved this Amendment No. 21 as to form;
    - 9.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 21; and
    - 9.4 The Executive Director of the Authority has executed this Amendment No. 21.
  10. Except as expressly provided in this Amendment No. 21, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
  11. Contractor and the person executing this Amendment No. 21 on behalf of Contractor represent and warrant that the person executing this Amendment No. 21 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 21, and that all requirements of Contractor to provide such actual authority have been fulfilled.
  12. This Amendment No. 21 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 TWENTY-ONE  
TO AGREEMENT NO. LA-RICS 007  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –  
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 21 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

John Radeleff  
Interim Executive Director

Jim Hardimon  
Motorola Project Director

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

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_

Truc L. Moore  
Principal County Counsel

<b>EXHIBIT C.1 - SCHEDULE OF PAYMENTS</b>					
<b>LMR SYSTEM PAYMENT SUMMARY</b>					
<b>Summary</b>	<b>Unilateral Option Sum</b>	<b>Unused Credits (Note 2)</b>	<b>Contract Sum - Full Payable Amount</b>	<b>10% Holdback Amount</b>	<b>Payment Minus 10% Holdback Amount</b>
<b>Phase 1</b> <sup>(Note 1)</sup>	\$ -	\$ 9,517	\$ 43,452,398	\$ 3,123,023	\$ 40,329,375
<b>Phase 2</b>	\$ -	\$ 337,720	\$ 37,671,029	\$ 3,657,713	\$ 34,013,316
<b>Phase 3</b>	\$ -	\$ 212,620	\$ 46,247,035	\$ 3,445,758	\$ 42,801,277
<b>Phase 4</b>	\$ -	\$ -	\$ 27,770,638	\$ 2,713,692	\$ 25,056,946
<b>SUBTOTAL (Phases 1 to 4):</b>	\$ -	\$ 256,333	\$ 155,141,100	\$ 12,940,186	\$ 142,200,914
<b>Phase 5 (15 Years)</b>	\$ 55,898,518	\$ -	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	\$ 55,898,518	\$ 256,333	\$ 155,141,100	\$ 12,940,186	\$ 198,099,432
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 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
<b>SUBTOTAL</b>	\$ 130,552,956	\$ 256,333	\$ 155,141,100	\$ 20,405,629	\$ 265,288,426
<b>TOTAL CONTRACT SUM:</b>	<b>\$155,141,100</b>				
<b>MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$285,950,390</b>				
<p>Note 1: The cost for the Project Descriptions for the Bounded Area Coverage <u>only</u> are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).</p>					
<p>Note 2: Credits for Phases 1 through 4 were realized for the removal of 1 LMR System Site in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.</p>					



**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
A.1.1		Project Management Staffing Plan Delivered	-	-	Included	\$ -	\$ -
A.1.2		Overview and Scope Delivered	-	-	Included	\$ -	\$ -
A.1.3		Communications Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.4		Initial Integrated Master Schedule Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1.5		Documentation Plan Delivered	-	-	Included	\$ -	\$ -
A.1.6		Quality Control Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.7		Change Order/Change Management Plan Delivered	-	-	Included	\$ -	\$ -
A.1.8		Initial Risk Management Plan Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1		Project Management Plan - Final	-	-	\$ 112,055	\$ 11,206	\$ 100,850
B.1.6		FCC License and Application Forms	-	-	Included	\$ -	\$ -
B.1.12		Coverage Modeling Tool and Training	-	-	Included	\$ -	\$ -
B.1.14.1		Detailed Project Description - 50% of sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.1		Detailed Project Description - Final 50% of Sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.2		RF Emission Safety Report Delivered	-	-	Included	\$ -	\$ -
B.1.14.3.3.29.1		DTVRS Design – Digital Trunked Voice Radio Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.1		80% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 1,965,745	\$ -	\$ 1,965,745
B.1.14.3.3.29.1		20% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 491,436	\$ 245,718	\$ 245,718
B.1.14.3.3.29.2		ACVRS Design – Analog Conventional Voice Radio Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.2		Subsystem	-	-	\$ 446,491	\$ -	\$ 446,491
B.1.14.3.3.29.2		Subsystem	-	-	\$ 111,623	\$ 55,811	\$ 55,812
B.1.14.3.3.29.3		LARTCS Design – Los Angeles Regional Tactical Communications Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.3		80% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 486,144	\$ -	\$ 486,144
B.1.14.3.3.29.3		20% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 121,535	\$ 60,768	\$ 60,767
B.1.14.3.3.29.4		NMDN Design – Narrowband Mobile Data Network	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.4		80% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 113,646	\$ -	\$ 113,646
B.1.14.3.3.29.4		20% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 28,412	\$ 14,206	\$ 14,206
B.1.14.3.3.29.5		Consoles Design	-	-	Included	\$ -	\$ -
B.1.14.3.3.29.6		Logging Recorder Description	-	-	Included	\$ -	\$ -
B.1.14.3.3.29.7		Site Interconnection/Backhaul Subsystem Description:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.7		80% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 170,323	\$ -	\$ 170,323
B.1.14.3.3.29.7		20% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 42,581	\$ 21,290	\$ 21,291
B.1.14.3.3.29.8		System Management and Monitoring Subsystem Description	-	-	Included	\$ -	\$ -
B.1.14.3.3.29.9		Inventory and Maintenance Tracking Subsystem Description	-	-	Included	\$ -	\$ -
B.1.14.3		LMR Final System Design Approval <sup>(Note 1)</sup>	-	-	\$ 757,702	\$ 75,770	\$ 681,932
B.1.15		Inventory and Maintenance Tracking Subsystem	-	-	\$ 974,026	\$ 97,403	\$ 876,623
Base.22.3.2		Project Management for Phase 1 – System Design Monthly Reports	-	-	Included	\$ -	\$ -
Base.22.3.2		Performance Bond for Phase 1 – System Design	-	-	\$ 29,774	\$ -	\$ 29,774
Base.22.2.1		Total Lease Costs for Phase 1 – System Design	-	-	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	-	-	\$ 527,500	\$ -	\$ 527,500
<b>LMR SYSTEM SITES</b>							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site <sup>(Note 2)</sup>	-	-	\$ -	\$ -	\$ -
B.1.14.5	BAH	Baldwin Hills	-	-	\$ (3)	\$ (0)	\$ (3)
B.1.14.5	BJM	Black Jack Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BMT	Bald Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BRK	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.5	BUR	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.5	CCB	Compton Court Building	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.5	CLM	Claremont	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CPK	Castro Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPK	Dakin Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.5	ENC1	Encinal 1 (Fire Camp)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GRM	Green Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	HPK	Hauser Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	JPK	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF072	FS 72	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF091	FS 91	-	-	\$ -	\$ -	\$ -

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF119	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF149	FS 149	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF196	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFDEL	Del Valle Training	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAH	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.5	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	MDI	Mount Disappointment	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLE	Mount Lee	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLM	Mira Loma Facility	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MMC	Mount McDill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTF	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.5	MVS	Monte Vista (Star Center)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	OAT	Oat Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ONK	Oat Mountain Nike	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PHN	Puente Hills	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PRG	Portal Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.5	RDNBPD	Redondo Beach PD	-	\$ 7,138	\$ -	\$ -	\$ -
B.1.14.5	RHT	Rolling Hills Transmit	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RIH	Rio Hondo	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.5	SDW	San Dimas	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SGH	Signal Hill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.5	SPN	Saddle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SUN	Sunset Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.5	TOP	Topanga Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TPK	Tejon Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TWR	Tower Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.5	WMP	Whittaker Middle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WS1	100 Wilshire	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WTR	Whittaker Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.5	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.5	FCCF	L.A. County Fire Command	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
<b>B.1.14.6</b>		<b>Permit Approval by Site</b> <sup>(Note 2)</sup>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
B.1.14.6	BAH	Baldwin Hills	-	-	\$ -	\$ -	\$ -
B.1.14.6	BJM	Black Jack Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BMT	Bald Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BUR	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.6	BRK	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.6	CCB	Compton Court Building	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.6	CLM	Claremont	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CPK	Castro Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPK	Dakin Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.6	ENC1	Encinal 1 (Fire Camp)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GRM	Green Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	HPK	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
<b>B.1.14.6</b>	<b>JPK</b>	<b>Johnstone Peak</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF072	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF0119	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF149	FS 149	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF169	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFDEL	Del Valle Training	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAHE	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.6	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	MDI	Mount Disappointment	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLE	Mount Lee	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLM	Mira Loma Facility	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MMC	Mount McDill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6	MVS	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	OAT	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ONK	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PHN	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PRG	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.6	RDNBPD	Redondo Beach PD	-	\$ 2,379	\$ -	\$ -	\$ -
B.1.14.6	RHT	Rolling Hills Transmit	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RIH	Rio Hondo	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.6	SDW	San Dimas	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SGH	Signal Hill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.6	SPN	Saddle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SUN	Sunset Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.6	TOP	Topanga Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TPK	Tejon Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TWR	Tower Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.6	WMP	Whittaker Middle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WS1	100 Wilshire	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WTR	Whittaker Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.6	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.6	FCCF	L.A. County Fire Command	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
<b>Subtotal for Phase 1:</b>			<b>\$ -</b>	<b>\$ 9,517</b>	<b>\$ 9,753,488</b>	<b>\$ 919,621</b>	<b>\$ 8,833,867</b>
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>							
<b>B.1.14.5</b>		<b>Site Design Review Packages 75% Zoning Submittal by Site</b>					
B.1.14.5	APC	Airport Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BHCCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.5	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.5	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.5	OLI	Olinda			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>		<b>Permit Approval by Site</b>					
B.1.14.6	APC	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141



**EXHIBIT C.2 - SCHEDULE OF PAYMENTS  
PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	BCHCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.6	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.6	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.6	OLI	Olinda			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 10)</b>			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
<b>ADDITIONAL SITES (AMENDMENT NO. 16)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	AGH	Agoura Hills			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CCT	Criminal Court (Foltz)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CRN	Cerro Negro			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	FRP	Frost Peak (Upper Blue Ridge)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GMT	Grass Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	H17A	H-17 Helipad			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LPC	Loop Canyon			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LEPS	Lower Encinal Pump Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MIR	Mirador			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MML	Magic Mountain Link			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL2	Mount Lukens 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PDC	Pacific Design Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PLM	Los Angeles County Palmdale Sheriff Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PMT	Pine Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PWT	Portshead Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPK	Verdugo Peak County			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	AGH	Agoura Hills			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CCT	Criminal Court (Foltz)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CRN	Cerro Negro			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	FRP	Frost Peak (Upper Blue Ridge)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GMT	Grass Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	H17A	H-17 Helipad			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LPC	Loop Canyon			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LEPS	Lower Encinal Pump Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MIR	Mirador			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MML	Magic Mountain Link			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL2	Mount Lukens 2			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PDC	Pacific Design Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PLM	Los Angeles County Palmdale Sheriff Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PMT	Pine Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PWT	Portshead Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPK	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 16)</b>			\$ -	\$ -	\$ 161,789	\$ 16,179	\$ 145,610
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	BUR1	Burnt Peak 1			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LARICSHQ	LA-RICS Headquarters			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	BUR1	Burnt Peak 1			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LARICSHQ	LA-RICS Headquarters			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 17)</b>			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
<b>ADDITIONAL SITES (AMENDMENT NO. 18)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	BHS	Baldwin Hills County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BKK	BKK Landfill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPW38	Los Angeles County DPW Water Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	POM	Pomona Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPV001A	Rancho Palos Verdes ECC			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SMMC	Santa Monica/UCLA Medical Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	UCLA	UCLA (Factor Building)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WWY	Winding Way			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	BHS	Baldwin Hills County			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BKK	BKK Landfill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPW38	Los Angeles County DPW Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	POM	Pomona Courthouse			\$ 2,379	\$ 238	\$ 2,141

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS  
PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	RPV001A	Rancho Palos Verdes ECC			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SMMC	Santa Monica/UCLA Medical Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UCLA	UCLA (Factor Building)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WWY	Winding Way			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 18)</b>			\$ -	\$ -	\$ 76,136	\$ 7,614	\$ 68,522
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	JPK2	Johnstone Peak - 2			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	JPK2	Johnstone Peak - 2			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Site (Amendment No. 21)</b>			\$ -	\$ -	\$ 9,517	\$ 952	\$ 8,565
<b>CORE 1 AND REPEATER SITES (AMENDMENT NO. 3)</b>							
B.1.14.6		Core 1 Hardware and Software	-	-	\$ 11,645,162	\$ 1,164,516	\$ 10,480,646
		Core T1 Interface Equipment	-	-	\$ 49,878	\$ 4,988	\$ 44,890
		NMS AC Power	-	-	\$ 1,308	\$ 131	\$ 1,177
		FCC License Application Preparation	-	-	\$ 7,500	\$ 750	\$ 6,750
		Remote Site AC Power	-	-	\$ 7,848	\$ 785	\$ 7,063
B.3.2 to B.3.6		Five DTVRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$ 114,476	\$ 1,030,282
B.3.2 to B.3.6		Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites	-	-	\$ 404,440	\$ 40,444	\$ 363,996
B.3.2 to B.3.6		Three MCC 7500 Consoles for DTVRS	-	-	\$ 197,074	\$ 19,707	\$ 177,367
C.14		Portable Radio Upgrade Kits (2009 UASI Funds)	-	-	\$ 65,800	\$ 6,580	\$ 59,220
C.14		Portable Radio Upgrade Kits (2010 UASI Funds)	-	-	\$ 296,100	\$ 29,610	\$ 266,490
B.4.2.3		Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites	-	-	\$ 463,818	\$ 46,382	\$ 417,436
Base.22.3.2		Performance Bond for Core 1 and Repeater Sites	-	-	\$ 89,801	\$ -	\$ 89,801
<b>Subtotal for Core 1 and Repeater Sites:</b>			\$ -	\$ -	\$ 14,373,487	\$ 1,428,369	\$ 12,945,118
<b>CORE 2 (AMENDMENT NO. 3)</b>							
B.3.2 to B.3.6		Core 2 Hardware	-	-	\$ 3,650,360	\$ 365,036	\$ 3,285,324
B.4.2.3		Installation, Optimization, Staging and Testing for Core 2	-	-	\$ 301,757	\$ 30,176	\$ 271,581
Base.22.3.2		Performance Bond for Core 2	-	-	\$ 24,663	\$ -	\$ 24,663
<b>LAPDVDC Uninterruptible Power Supply (UPS)</b>							
		Eaton 9130 2000 Rackmount; 120V, 50/60Hz; 2000VA/1800W	-	-	\$ 27,101	\$ 2,710	\$ 24,391
		Eaton 9130 2000/30000 EBM Rack	-	-	\$ 12,152	\$ 1,215	\$ 10,937
		Two-Post Rack Mounting Rail Kit	-	-	\$ 3,052	\$ 305	\$ 2,747
		Racks 7.5 Foot	-	-	\$ 863	\$ 86	\$ 777
		MSI Design and Implementation Services	-	-	\$ 24,978	\$ 2,498	\$ 22,480
<b>Subtotal for Core 2 and LAPDVDC UPS:</b>			\$ -	\$ -	\$ 4,044,926	\$ 402,026	\$ 3,642,900
<b>CORE 2 RELOCATION (AMENDMENT NO. 16)</b>							
		Removal and Relocation of Core 2 from LAPDVDC to PLM			\$ 499,912	\$ -	\$ 499,912
<b>Subtotal for Core 2 Relocation:</b>					\$ 499,912	\$ -	\$ 499,912
<b>SYSTEM ON WHEELS (AMENDMENT NO. 3)</b>							
		System on Wheels (SOW)	-	-	\$ -	\$ -	\$ -
		SOW - 95' MAST, 8' X 16' WALK-IN SHELTER	-	-	\$ 468,439	\$ 46,844	\$ 421,595
		DTVRS - ASTRO Site Repeaters (ASR)	-	-	\$ 408,816	\$ 40,882	\$ 367,934
		Core Licenses for 700/UHF ASR Sites	-	-	\$ 127,748	\$ 12,775	\$ 114,973
		Mobile Meshed VSAT Satellite System & Installation	-	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	-	-	\$ 81,116	\$ 8,112	\$ 73,004
Base.22.3.2		Performance Bond for SOW	-	-	\$ 6,345	\$ -	\$ 6,345
<b>Subtotal for System on Wheels:</b>			\$ -	\$ -	\$ 1,218,697	\$ 121,235	\$ 1,097,462
<b>STATION B EQUIPMENT (AMENDMENT NO. 4)</b>							
		DTVRS - ASTRO Site Repeaters (ASR):	\$ -	\$ -	\$ 585,803	\$ 58,580	\$ 527,223
		700 MHz ASR - 6 Channel (Phase 1/Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -
		UHF ASR - 11 Channel (Phase 1/Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -
		Core License Upgrades for ASR Sites	\$ -	\$ -	\$ 149,548	\$ 14,955	\$ 134,593
		MOTOBRIDGE GX Communication Gateway	\$ -	\$ -	\$ 174,329	\$ 17,433	\$ 156,896
		Point-To-Point 4.9 GHz Backhaul	\$ -	\$ -	\$ 26,748	\$ 2,675	\$ 24,073
		Mobile Meshed VSAT Satellite System & Installation	\$ -	\$ -	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	\$ -	\$ -	\$ 99,820	\$ 9,982	\$ 89,838
Base.22.3.2		Performance Bond for Station B Equipment	\$ -	\$ -	\$ 6,566	\$ -	\$ 6,566
<b>Subtotal for Station B Equipment:</b>			\$ -	\$ -	\$ 1,169,047	\$ 116,248	\$ 1,052,799
<b>PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1 (AMENDMENT NO. 2)</b>							
B.1.14.1		Detailed Project Description for Bounded Area Coverage at the following Sites: <i>(Note 4)</i>					
		Century Plaza	-	-	\$ 9,674	\$ 967	\$ 8,707
		LAC/HARBOR+UCLA MEDICAL CENTER	-	-	\$ 11,674	\$ 1,167	\$ 10,507

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS  
PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
		FS30	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 51	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 151	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 164	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 173	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 005	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 079	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 084	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 088	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 095	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Carson	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		San Pedro City Hall	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		West Hollywood Sheriff Station	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Bounded Area Coverage Project Descriptions:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 173,110</b>	<b>\$ 17,311</b>	<b>\$ 155,799</b>
<b>LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)</b>							
		License Coordination Fees	-	-	\$ 20,240	\$ -	\$ 20,240
<b>Total for License Coordination Fees:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,240</b>	<b>\$ -</b>	<b>\$ 20,240</b>
<b>PORTABLE RADIO EQUIPMENT, CONSOLETTES, &amp; CONSOLES (AMENDMENT NO. 7)</b>							
		APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown	-	-	\$ 4,459,044	\$ -	\$ 4,459,044
		Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE)	-	-	\$ 113,400	\$ -	\$ 113,400
		APX Console/ APX 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.	-	-	\$ 216,215	\$ -	\$ 216,215
		Subscriber Maintenance for 20 APX7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LITE)	-	-	\$ 5,724	\$ -	\$ 5,724
		Subscriber Maintenance for 10 APX 7500 Consolettes Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$954 per year) (Service from the Start - LITE)	-	-	\$ 2,862	\$ -	\$ 2,862
		MC7500 Console - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 354,313	\$ -	\$ 354,313
		Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 25,493	\$ -	\$ 25,493
<b>Total for Portable Radio Equipment, Consolettes, &amp; Consoles:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,177,051</b>	<b>\$ -</b>	<b>\$ 5,177,051</b>
<b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8)</b>							
		APX 7000XE Portable Radios (400 Dual Band with UHF and 700 MHz Enabled and 54 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 454) and Radio Accessories - Refer to Amendment 8, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 3,571,755	\$ -	\$ 3,571,755
		Subscriber Maintenance for 454 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year) (Service from the Start - LITE)	-	-	\$ 85,806	\$ -	\$ 85,806
		Performance Bond for Portable Radio Equipment	-	-	\$ 13,445	\$ -	\$ 13,445
<b>Total for Portable Radio Equipment:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,671,006</b>	<b>\$ -</b>	<b>\$ 3,671,006</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES (AMENDMENT NO. 9)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Sites as follows:					
		Airport Courthouse (APC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Hills' Coldwater Canyon Park (BHCCPRK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Glen, Alternate Location (BVG-A)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Cerro Negro (CRN)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		LA City Hall East (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Loop Canyon (LPC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Lower Encinal Pump Station (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mirador (MIR)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Point Vicente (PVC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Portshhead Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Westlake City Hall (WLK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Inglewood County Courthouse (ICC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pacific Design Center (PDC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Simpsons' Building (SIM)	-	-	\$ 11,674	\$ 1,167	\$ 10,507



**EXHIBIT C.2 - SCHEDULE OF PAYMENTS  
PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
		Burnt Peak-3 (BUR3)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Frost Peak (Upper Blue Ridge) (FRP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Grass Mountain (GMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Johnstone Peak (JPK-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Josephine Peak (JOP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Magic Mountain (MML)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mount Lukens-2 (MTL2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pine Mountain (PMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Sunset Ridge-2 (SUN-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Helipad 69 Bravo (BRV)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Philip Water Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Nicholas Canyon Water Tower (NCWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			\$ -	\$ -	\$ 303,524	\$ 30,352	\$ 273,172
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 10)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Agoura Hills (AGH)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			\$ -	\$ -	\$ 11,674	\$ 1,167	\$ 10,507
<b>POWER LOAD STUDY COSTS (AMENDMENT NO. 10)</b>							
2.2.16		Power Load Study Cost(s)					
		Airport Courthouse (APC)			\$ 8,425	\$ -	\$ 8,425
		Inglewood Courthouse (ICC)			\$ 8,425	\$ -	\$ 8,425
<b>Total for Power Load Study Costs:</b>			\$ -	\$ -	\$ 16,850	\$ -	\$ 16,850
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 11)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Olinda	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		H-17A	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			\$ -	\$ -	\$ 23,348	\$ 2,335	\$ 21,013
<b>FCC LICENSING (AMENDMENT NO. 12)</b>							
B.1.6		FCC Licensing - Frequency Planning	-	-	\$ 284,041	\$ 28,404	\$ 255,637
		Licensing all LMR Subsystem Frequencies at all LMR Subsystem Sites	-	-	\$ 51,348	\$ 5,135	\$ 46,213
		RF Engineering Services	-	-	\$ 73,728	\$ 7,373	\$ 66,355
		Project Manangement Services for FCC Licensing	-	-	\$ 14,000	\$ 1,400	\$ 12,600
<b>Total for FCC Licensing:</b>			\$ -	\$ -	\$ 423,117	\$ 42,312	\$ 380,805
<b>SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)</b>							
		SOW	-	-	\$ 57,720	\$ -	\$ 57,720
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -
		Satellite Terminal	-	-	\$ -	\$ -	\$ -
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Station B	-	-	\$ 44,853	\$ -	\$ 44,853
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -
		Trailer	-	-	\$ -	\$ -	\$ -
		Satellite Terminal	-	-	\$ -	\$ -	\$ -
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Early Equipment Shipment	-	-	\$ 351,772	\$ -	\$ 351,772
		Core 1 & Repeater Sites	-	-	\$ -	\$ -	\$ -
		Core 2 Equipment	-	-	\$ 189,992	\$ -	\$ 189,992
Base.22.3.2		Performance Bond for Specified Equipment Bridge Warranty	-	-	\$ 3,196	\$ -	\$ 3,196
<b>Total for Specified Equipment Bridge Warranty:</b>			\$ -	\$ -	\$ 647,533	\$ -	\$ 647,533
<b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 12)</b>							
		APX 7000XE Portable Radios (40 Dual Band with UHF and 700 MHz Enabled ) (Total Quantity 40) and Radio Accessories - Refer to Amendment 7, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 333,005	\$ -	\$ 333,005
		Subscriber Maintenance for 40 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$2,520 per year) (Service from the Start - LITE)	-	-	\$ 7,560	\$ -	\$ 7,560
		APX 7500 Console and (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 4) and Remote Control HD/CHIB Replacement - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 36,732	\$ -	\$ 36,732

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

Deliverable/Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8,9)</small>	Credits <small>(Note 11)</small>	Contract Sum - Payable Amount for Phase 1 <small>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
		APX 7500 Control Station (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 1) - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 7,506	\$ -	\$ 7,506
		Subscriber Maintenance for 4 APX 7500 Consoles and 1 APX 7500 Control Station Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$477 per year) (Service from the Start - LITE)	-	-	\$ 1,431	\$ -	\$ 1,431
<b>Total for Portable Radio Equipment</b>					<b>\$ 386,234</b>		<b>\$ 386,234</b>
<b>LEASE EXHIBIT (AMENDMENT NO. 13)</b>							
		Baldwin Hills			\$ -	\$ -	\$ -
		Black Jack Peak			\$ -	\$ -	\$ -
		Bald Mountain			\$ -	\$ -	\$ -
		Compton Court Building			\$ -	\$ -	\$ -
		Claremont			\$ -	\$ -	\$ -
		Castro Peak			\$ -	\$ -	\$ -
		Dakin Peak			\$ -	\$ -	\$ -
		Encinal 1 (Fire Camp)			\$ -	\$ -	\$ -
		L.A. County Fire Command			\$ -	\$ -	\$ -
		Green Mountain			\$ -	\$ -	\$ -
		Hauser Peak			\$ -	\$ -	\$ -
		Mira Loma Facility			\$ -	\$ -	\$ -
		Mount McDill			\$ -	\$ -	\$ -
		Monte Vista (Star Center)			\$ -	\$ -	\$ -
		Oat Mountain			\$ -	\$ -	\$ -
		Oat Mountain Nike			\$ -	\$ -	\$ -
		Puente Hills			\$ -	\$ -	\$ -
		Pomona 1620 Hillcrest			\$ -	\$ -	\$ -
		Rolling Hills Transmit			\$ -	\$ -	\$ -
		Rio Hondo			\$ -	\$ -	\$ -
		San Dimas			\$ -	\$ -	\$ -
		Signal Hill			\$ -	\$ -	\$ -
		Saddle Peak			\$ -	\$ -	\$ -
		Topanga Peak			\$ -	\$ -	\$ -
		Tejon Peak			\$ -	\$ -	\$ -
		Tower Peak			\$ -	\$ -	\$ -
		100 Wilshire			\$ -	\$ -	\$ -
		Airport Courthouse			\$ -	\$ -	\$ -
		Olinda			\$ -	\$ -	\$ -
<b>Total for Lease Exhibit</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>STATION B &amp; SOW REPROGRAMMING (AMENDMENT NO. 14)</b>							
		Equipment			\$ 15,260		\$ 15,260
		MSI Design and Implementation Services			\$ 43,848		\$ 43,848
		Special Temporary Authority			\$ 5,148		\$ 5,148
<b>Total for Station B &amp; Sow Reprogramming</b>					<b>\$ 64,256</b>	<b>\$ -</b>	<b>\$ 64,256</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 15)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
B.1.14.1		Baldwin Hills County			\$ 11,674	\$ 1,167	\$ 10,507
<del>B.1.14.1</del>		<del>Baldwin Hills - LA-RICS</del>			<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.1.14.1		BKK Landfill			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1		Criminal Court (Foltz)			\$ 11,674	\$ 1,167	\$ 10,507
<del>B.1.14.1</del>		<del>Los Angeles County Sheriff Temple Station</del>			<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.1.14.1		Los Angeles County DPW Water Tank			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1		Los Angeles County Palmdale Sheriff Station			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1		Pomona Courthouse			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1		San Pedro Hill County			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1		University of California Los Angeles			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1		Verdugo Peak			\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 105,066</b>	<b>\$ 10,507</b>	<b>\$ 94,559</b>
<b>SYSTEM REDESIGN (AMENDMENT NO. 16)</b>							
		LMR System Redesign			\$ 1,054,440	\$ -	\$ 1,054,440
<b>Total for System Redesign:</b>					<b>\$ 1,054,440</b>	<b>\$ -</b>	<b>\$ 1,054,440</b>
<b>PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)</b>							
		LACF134			\$ -	\$ -	\$ -
<b>Total for System Redesign:</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PROJECT DESCRIPTION WORK (AMENDMENT NO. 18)</b>							



## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
	RPV001A	Rancho Palos Verdes ECC			\$ 11,674	\$ 1,167	\$ 10,507
	<del>SMMC</del>	<del>Santa Monica/UCLA Medical Center</del>			<del>\$</del>	<del>\$</del>	<del>\$</del>
	<del>UCLA</del>	<del>UCLA (Factor Building)</del>			<del>\$</del>	<del>\$</del>	<del>\$</del>
	WWY	Winding Way			\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Description Work:</b>					<b>\$ 23,348</b>	<b>\$ 2,335</b>	<b>\$ 21,013</b>
<b>3D MODELING (AMENDMENT NO. 20)</b>							
		3D Modeling			\$ 6,534	\$ 653	\$ 5,881
Total for Phase 3 Credits					\$ 6,534	\$ 653	\$ 5,881
<b>Total for Phase 1 - System Design</b>			\$ -	\$ 9,517	\$ 43,452,398	\$ 3,123,023	\$ 40,329,375

Note 1: Should a Site fall out for permitting reasons, Contractor will redo the Final System Design at no charge to the Authority.

Note 2: 75% will occur at submittal for planning review. The remaining 25% will be paid upon receipt of construction permit.

Note 3: Pursuant to Amendment No. One, effective as of September 5, 2013, the Authority exercised the Unilateral Option for all work pertaining to Phase 1. In connection therewith, the Unilateral Option Sum for Phase 1 of \$29,266,721 was converted into a Contract Sum.

Note 4: Pursuant to Amendment No. Two, effective as of October 29, 2013, the Authority exercised the Unilateral Option for all work pertaining to Bounded Area Coverage Project Descriptions for Phase 1. In connection therewith, the Unilateral Option Sum for Bounded Area Coverage Project Descriptions for Phase 1 in the amount of \$173,110 was converted into a Contract Sum. 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. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 5: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

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

Note 6: Pursuant to Amendment No. Four, effective as of December 19, 2013, Contractor was engaged to provide and implement under Phase 1, certain additional equipment and related services reflected in Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four. In connection therewith, a Unilateral Option Sum in the amount of \$1,169,047 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 7: Pursuant to Amendment No. Five, effective as of March 27, 2014, license coordination fees for the Repeater Sites were reflected in Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five. In connection therewith, a Unilateral Option Sum in the amount of \$20,240 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 8: Pursuant to Amendment No. Six, effective as of April 17, 2014, the enhancement of LAPDVDC's UPS to accommodate the installation and deployment of Core 2 was reflected in Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six. In connection therewith, a Unilateral Option Sum in the amount of \$68,146 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 10: Pursuant to Amendment No. Eight, effective as of August 28, 2014, Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios and radio accessories. In connection therewith, a Unilateral Option Sum in the amount of \$3,671,006 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Eight, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 11: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 12: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the addition of five (5) LMR System Sites; (b) the removal of four (4) sites; (c) Project Description Work for one (1) potential sites; and (d) the cost of power load studies for two (2) sites.

Note 13: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 11 to reflect Project Description Work for two (2) potential sites.

Note 14: Pursuant to Amendment No. Twelve, effective August 27, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 12 to reflect the shifting of FCC Licensing costs from Phase 3 in the amount of \$284,041; increasing the FCC Licensing costs for enhanced scope by \$139,076; including costs for a bridge warranty for Specified Equipment in the amount of \$647,533; and purchasing portable radio equipment in the amount of \$386,234.

Note 15: Pursuant to Amendment No. Thirteen, effective October 30, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 13 to reflect the addition of lease exhibits to twenty-nine (29) LMR System Sites for a total cost of \$14,888.

Note 16: Pursuant to Amendment No. Fourteen, effective November 17, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 14 to reflect the work related to reprogramming of UHF frequencies for the County of Los Angeles Sheriff's Department' Station B and the Authority's System On Wheels for a total of \$64,256.

Note 17: Pursuant to Amendment No. Fifteen effective December 22, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 15 to reflect Project Description Work for eleven (11) potential sites, for a total cost of \$128,414.

Note 18: Pursuant to Amendment No. Sixteen effective December 23, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 16 to reflect (a) removal of thirty-one (31) LMR System Sites resulting in credits in the amount of \$1,132,374 for Phase 1 only; (2) addition of seventeen (17) LMR System Sites in the amount of \$635,537 which will be taken from the credited amount of \$1,132,374, bringing the total amount of credits down to \$363,599 (inclusive of Phase 1 Work performed for 75% drawings and building permits in the amount of \$133,238) and shall be reflected in the Whitaker Middle Peak site in Phase 3; (c) account for a comprehensive redesign of the LMR System and all associated Work for an increase in the amount of \$1,054,440; and (d) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary associated Work in the amount of \$499,912.

Note 19: Pursuant to Amendment No. Seventeen, four (4) LMR System Sites were removed from further consideration and two (2) LMR System Sites were included as part of the LMR System. In connection therewith, Unilateral Option Sums were converted into Contract Sums.

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

<b>Deliverable/Task/ Section No.</b> <small>(Exhibit A, Exhibit B, or Base Document)</small>	<b>Site ID</b>	<b>Deliverable</b>	<b>Unilateral Option Sum</b> <small>(Notes 3, 5, 6, 7, 8,9)</small>	<b>Credits</b> <small>(Note 11)</small>	<b>Contract Sum - Payable Amount for Phase 1</b> <small>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</small>	<b>10% Holdback Amount</b>	<b>Payable Amount Less 10% Holdback</b>
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**Note 20:** Pursuant to Amendment No. Eighteen, eight (8) LMR System Sites were added and included as part of the LMR System. In connection therewith, Unilateral Option Sums for the eight (8) LMR System Sites were converted into Contract Sums. Also, Project Description Work was performed on four (4) of the eight (8) LMR System Sites added to Amendment No. Eighteen.

**Note 21:** Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.2.2</b>		<b>Site Construction</b>							
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ -	\$ 1,146,012	\$ 114,601	\$ 1,031,411
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ -	\$ 473,456	\$ 47,346	\$ 426,110
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ -	\$ 171,831	\$ 17,183	\$ 154,648
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ -	\$ 620,065	\$ 62,006	\$ 558,058
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ -	\$ 469,641	\$ 46,964	\$ 422,677
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	\$ -	\$ 441,981	\$ 44,198	\$ 397,783
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
B.2.2	MAM	Magic Mountain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,048	\$ 594,436
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ -	\$ 499,969	\$ 49,997	\$ 449,972
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ -	\$ 436,219	\$ 43,622	\$ 392,597
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ -	\$ 385,948	\$ 38,595	\$ 347,354
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ -	\$ 375,048	\$ 37,505	\$ 337,543
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ -	\$ 549,474	\$ 54,947	\$ 494,526
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ 337,720	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ -	\$ 436,288	\$ 43,629	\$ 392,659
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ -	\$ 305,391	\$ 30,539	\$ 274,852
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ -	\$ 478,716	\$ 47,872	\$ 430,845
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ -	\$ 433,020	\$ 43,302	\$ 389,718
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



**EXHIBIT C.3 - SCHEDULE OF PAYMENTS**  
**PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION**

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1.3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ -	\$ 623,539	\$ 62,354	\$ 561,185
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ -	\$ 278,512	\$ 27,851	\$ 250,661
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ 185,718	\$ 18,572	\$ 167,146
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ -	\$ 262,425	\$ 26,243	\$ 236,183
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal for Site Construction and Modifications Site Detail</b>				\$ -	\$ -	\$ 337,720	\$ 16,302,317	\$ 1,630,232	\$ 14,672,085
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>									
B.2.2		<b>Site Construction</b>							
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF136	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ 187,439	\$ 18,744	\$ 168,695
<b>Subtotal for Additional Sites (Amendment No. 10)</b>				\$ -	\$ -	\$ -	\$ 340,017	\$ 34,002	\$ 306,015
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>									
B.2.2		<b>Site Construction</b>							
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ -	\$ 380,676	\$ 38,068	\$ 342,608
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ -	\$ 277,959	\$ 27,796	\$ 250,163
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ -	\$ 489,467	\$ 48,947	\$ 440,520
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,049	\$ 594,437
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ -	\$ 2,021,991	\$ 202,199	\$ 1,819,792
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ -	\$ 80,264	\$ 8,026	\$ 72,238
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ 451,070	\$ 45,107	\$ 405,963
B.2.2	MIR	Mirador		\$ -	\$ -	\$ -	\$ 407,516	\$ 40,752	\$ 366,764
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ -	\$ 476,231	\$ 47,623	\$ 428,608
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ -	\$ 346,967	\$ 34,697	\$ 312,270
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ 241,099	\$ 24,110	\$ 216,989
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ -	\$ 187,257	\$ 18,726	\$ 168,531
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ -	\$ 2,027,826	\$ 202,783	\$ 1,825,043
B.2.2	PWT	Portthead Tank		\$ -	\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ -	\$ 474,506	\$ 47,451	\$ 427,055
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ -	\$ -	\$ 10,495,567	\$ 1,049,557	\$ 9,446,010
		Project Management	Included	\$ -		\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Lease Costs		\$ -	N/A	\$ -	\$ -	\$ -	\$ -
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.2.2		Phase 2 Completion Acceptance					\$ 8,963,268	\$ 896,327	\$ 8,066,941
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>									
B.2.2		<b>Site Construction</b>							
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362
<b>Subtotal for Additional Site (Amendment No. 21)</b>				\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362
<b>Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)</b>				\$ -	\$ -	\$ 337,720	\$ 37,671,029	\$ 3,657,713	\$ 34,013,316

**EXHIBIT C.3 - SCHEDULE OF PAYMENTS  
PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION**

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable <i>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</i>	Phase 2 Total				
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 2 <i>(Note 1,3)</i>

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

Note 2: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.2 (Schedule of Prices - Site Construction and Site Modification) was amended by Amendment No. 10 to reflect (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 3: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 2 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 2, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

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

**EXHIBIT C.4 - SCHEDULE OF PAYMENTS**  
**PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS**

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Total Unilateral Option Sum for Equipment <i>(Note 1)</i>	Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ (943,771)	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ 796,760	\$ 79,676	\$ 717,084
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ (525,736)	\$ 482,925	\$ -	\$ 171,631	\$ 45,509	\$ 36,032	\$ -	\$ 736,097	\$ -	\$ 736,097
B.3.2 to B.3.6	BRK	Blue Rock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BUR	Burnt Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BVG	Beverly Glen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CCB	Compton Court Building	\$ -	\$ (522,576)	\$ 482,398	\$ 171,692	\$ -	\$ 80,244	\$ 36,176	\$ -	\$ 770,510	\$ -	\$ 770,510
B.3.2 to B.3.6	CEP	Century Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CLM	Claremont	\$ -	\$ -	\$ -	\$ 205,482	\$ 79,880	\$ 45,667	\$ 30,252	\$ -	\$ 361,282	\$ 36,128	\$ 325,154
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ -	\$ 548,134	\$ 318,690	\$ 381,450	\$ 80,765	\$ 51,596	\$ -	\$ 1,380,635	\$ 138,064	\$ 1,242,572
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ -	\$ 483,521	\$ 198,377	\$ 427,813	\$ 80,964	\$ 39,606	\$ -	\$ 1,230,281	\$ 123,028	\$ 1,107,253
B.3.2 to B.3.6	ELSGDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ 241,403	\$ -	\$ 79,904	\$ 45,708	\$ 27,363	\$ -	\$ 394,379	\$ 39,438	\$ 354,941
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ 45,708	\$ 64,131	\$ -	\$ 1,191,740	\$ 119,174	\$ 1,072,566
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ (975,300)	\$ 917,311	\$ 145,772	\$ 296,409	\$ 45,509	\$ 46,753	\$ -	\$ 1,451,754	\$ -	\$ 1,451,754
B.3.2 to B.3.6	JPK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF028	FS 28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS 72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACF077	FS 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACF099	FS 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF119	FS 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF144	FS 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF149	FS 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF157	FS 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF196	FS 169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFCP09	CP-9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFDEL	Del Valle Training	\$ -	\$ -	\$ 372,867	\$ 91,920	\$ 164,574	\$ -	\$ 32,590	\$ -	\$ 661,951	\$ 66,195	\$ 595,756
B.3.2 to B.3.6	LAH	LA City Hall <i>(Note 4)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 431,751	\$ 74,185	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 613,252	\$ -	\$ 613,252
B.3.2 to B.3.6	MAM	Magie Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ (1,060,761)	\$ 548,133	\$ 205,519	\$ 426,740	\$ 123,657	\$ 30,685	\$ -	\$ 293,099	\$ 29,310	\$ 263,789
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ (548,133)	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 807,129	\$ 80,713	\$ 726,416
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ -	\$ 917,609	\$ 121,774	\$ 39,740	\$ 80,764	\$ 31,324	\$ -	\$ 1,191,212	\$ 119,121	\$ 1,072,091
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ (497,000)	\$ 483,223	\$ -	\$ 295,046	\$ 80,765	\$ 60,498	\$ -	\$ 422,532	\$ 42,253	\$ 380,279
B.3.2 to B.3.6	MTL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTT	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**EXHIBIT C.4 - SCHEDULE OF PAYMENTS  
PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS**

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Total Unilateral Option Sum for Equipment <i>(Note 1)</i>	Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ (482,444)	\$ 482,444	\$ 354,930	\$ -	\$ 80,245	\$ 30,352	\$ -	\$ 465,528	\$ 46,553	\$ 418,975
<b>B.3.2 to B.3.6</b>	<b>OAT</b>	<b>Oat Mountain OAT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 176,493</b>	<b>\$ 162,062</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,168</b>	<b>\$ -</b>	<b>\$ 418,724</b>	<b>\$ 41,872</b>	<b>\$ 376,852</b>
<del>B.3.2 to B.3.6</del>	<del>OMC</del>	<del>Oat Mountain OMC</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	ONK	Oat Mountain Nike	\$ -	\$ -	\$ 203,799	\$ -	\$ -	\$ -	\$ 27,471	\$ -	\$ 231,270	\$ 23,127	\$ 208,143
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ (564,196)	\$ 524,774	\$ 365,910	\$ 297,006	\$ 80,565	\$ 32,899	\$ -	\$ 1,301,154	\$ -	\$ 1,301,154
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -	\$ (497,000)	\$ 483,223	\$ 92,357	\$ 132,679	\$ 45,708	\$ 54,116	\$ -	\$ 327,945	\$ 32,795	\$ 295,151
<del>B.3.2 to B.3.6</del>	<del>PSH</del>	<del>Pomona 1620 Hillcrest</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	RDNBPD	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,620	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ (943,771)	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 395,364	\$ 39,536	\$ 355,828
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ (943,464)	\$ 917,311	\$ 383,845	\$ 109,525	\$ 80,566	\$ 32,596	\$ -	\$ 580,379	\$ 58,038	\$ 522,341
<del>B.3.2 to B.3.6</del>	<del>RPVE004</del>	<del>Rancho Palos Verde City Hall</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<del>B.3.2 to B.3.6</del>	<del>SAG</del>	<del>San Augustine</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<b>B.3.2 to B.3.6</b>	<b>SDW</b>	<b>San Dimas</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 525,073</b>	<b>\$ 232,167</b>	<b>\$ -</b>	<b>\$ 80,765</b>	<b>\$ 45,368</b>	<b>\$ -</b>	<b>\$ 883,373</b>	<b>\$ 88,337</b>	<b>\$ 795,036</b>
<b>B.3.2 to B.3.6</b>	<b>SGH</b>	<b>Signal Hill<sup>(Note 9)</sup></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 483,224</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,926</b>	<b>\$ -</b>	<b>\$ 526,150</b>	<b>\$ 52,615</b>	<b>\$ 473,535</b>
<del>B.3.2 to B.3.6</del>	<del>SPC</del>	<del>San Pedro Hill</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	SPN	Saddle Peak <sup>(Note 9)</sup>	\$ -	\$ (1,002,901)	\$ 548,133	\$ 198,138	\$ 426,740	\$ 80,765	\$ 30,636	\$ -	\$ 281,512	\$ 28,151	\$ 253,361
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ (497,000)	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ 296,544	\$ 29,654	\$ 266,889
<del>B.3.2 to B.3.6</del>	<del>SVP</del>	<del>San Vicente Peak</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<del>B.3.2 to B.3.6</del>	<del>SWP</del>	<del>Southwest Area Station</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<b>B.3.2 to B.3.6</b>	<b>TOP</b>	<b>Topanga Peak<sup>(Note 9)</sup></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,002,900</b>	<b>\$ 231,585</b>	<b>\$ 79,904</b>	<b>\$ 45,708</b>	<b>\$ 39,457</b>	<b>\$ -</b>	<b>\$ 1,399,555</b>	<b>\$ 139,956</b>	<b>\$ 1,259,600</b>
<b>B.3.2 to B.3.6</b>	<b>TPK</b>	<b>Tejon Peak</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 483,224</b>	<b>\$ 144,298</b>	<b>\$ 211,208</b>	<b>\$ 45,708</b>	<b>\$ 43,043</b>	<b>\$ -</b>	<b>\$ 927,481</b>	<b>\$ 92,748</b>	<b>\$ 834,733</b>
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ (496,199)	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ 690,561	\$ 69,056	\$ 621,504
<del>B.3.2 to B.3.6</del>	<del>VPC</del>	<del>Verdugo Peak (city)</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<del>B.3.2 to B.3.6</del>	<del>WAD</del>	<del>Walker Drive</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	WMP	Whittaker Middle Peak	\$ -	\$ (496,165)	\$ 482,412	\$ 92,033	\$ 423,818	\$ 45,167	\$ 38,076	\$ -	\$ 221,741	\$ 22,174	\$ 199,567
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,892	\$ 27,289	\$ 245,602
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ (496,165)	\$ 482,412	\$ 205,032	\$ 79,580	\$ 80,224	\$ 42,956	\$ -	\$ 394,038	\$ 39,404	\$ 354,634
<del>B.3.2 to B.3.6</del>	<del>LAPD077</del>	<del>77TH Street Area Complex</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<del>B.3.2 to B.3.6</del>	<del>LAPDDVN</del>	<del>Devonshire Area station</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	FCCF	L.A. County Fire Command	\$ -	\$ -	\$ 548,134	\$ 334,775	\$ 136,826	\$ -	\$ 109,185	\$ -	\$ 1,128,920	\$ -	\$ 1,128,920
<del>B.3.2 to B.3.6</del>	<del>LAPDVDC</del>	<del>Valley Dispatch Center</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6		FCCF_Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ -	\$ 404,329
B.3.2 to B.3.6		LAPDVDC_Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ 41,568	\$ 4,157	\$ 37,412
<b>Site Equipment Subtotal</b>			<b>\$ -</b>	<b>\$ (11,492,582)</b>	<b>\$ 17,793,465</b>	<b>\$ 5,943,844</b>	<b>\$ 6,612,654</b>	<b>\$ 1,917,279</b>	<b>\$ 1,467,518</b>	<b>\$ 212,620</b>	<b>\$ 24,534,395</b>	<b>\$ 1,812,838</b>	<b>\$ 22,721,557</b>
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209
<del>B.3.2 to B.3.6</del>	<del>BCHCPRK</del>	<del>Beverly Hills' Coldwater Canyon Park</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<del>B.3.2 to B.3.6</del>	<del>LACF136</del>	<del>FS 136</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<del>B.3.2 to B.3.6</del>	<del>LAHE</del>	<del>LA City Hall East<sup>(Note 4)</sup></del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ 248,275	\$ 164,079	\$ -	\$ -	\$ 31,324	\$ -	\$ 443,678	\$ 44,368	\$ 399,310
<b>Subtotal for Additional Sites (Amendment No. 10)</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 425,308</b>	<b>\$ 164,079</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67,500</b>	<b>\$ -</b>	<b>\$ 656,887</b>	<b>\$ 44,368</b>	<b>\$ 612,519</b>



## EXHIBIT C.4 - SCHEDULE OF PAYMENTS PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Total Unilateral Option Sum for Equipment <small>(Note 1)</small>	Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,747	\$ 24,075	\$ 216,672
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ (563,761)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,787	\$ 20,679	\$ 186,108
B.3.2 to B.3.6	CCT	Criminal Court (Foltz)	\$ -	\$ -	\$ 547,631	\$ 101,375	\$ -	\$ -	\$ 49,600	\$ -	\$ 698,606	\$ -	\$ 698,606
B.3.2 to B.3.6	CRN	Cerro Negro	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 804,736	\$ 80,474	\$ 724,262
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ (547,158)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,312	\$ 33,031	\$ 297,281
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	H-17A	H-17 Helipad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,648	\$ 6,265	\$ 56,383
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ -	\$ 218,743	\$ -	\$ -	\$ -	\$ 43,430	\$ -	\$ 262,173	\$ -	\$ 262,173
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ (181,525)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,747	\$ 9,575	\$ 86,172
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 823,549	\$ 82,355	\$ 741,194
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 862,212	\$ 86,221	\$ 775,991
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ (547,298)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,315	\$ 27,832	\$ 250,484
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ (943,771)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 538,645	\$ 53,865	\$ 484,781
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ -	\$ 1,512,367	\$ -	\$ -	\$ -	\$ 39,134	\$ -	\$ 1,551,502	\$ -	\$ 1,551,502
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	PWT	Portshhead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County <sup>(Note 9)</sup>	\$ -	\$ (522,426)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,011,415	\$ 101,142	\$ 910,274
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				<b>\$ (3,305,939)</b>	<b>\$ 2,278,741</b>	<b>\$ 101,375</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 132,164</b>	<b>\$ -</b>	<b>\$ 10,006,963</b>	<b>\$ 749,468</b>	<b>\$ 9,257,495</b>
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	JPK2	Johnstone Peak - 2	\$ -	\$ (497,000)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ -	\$ 785,850	\$ 78,585	\$ 707,265
<b>Subtotal for Additional Site (Amendment No. 21)</b>			<b>\$ -</b>	<b>\$ (497,000)</b>	<b>\$ 483,223</b>	<b>\$ 205,519</b>	<b>\$ 426,740</b>	<b>\$ 123,657</b>	<b>\$ 43,712</b>	<b>\$ -</b>	<b>\$ 785,850</b>	<b>\$ 78,585</b>	<b>\$ 707,265</b>
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,275	\$ 50,228	\$ 452,048
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
B.1.6		FCC Licensing <sup>(Note 6)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732
B.3.10.1.ACVR		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 746,582	\$ 74,658	\$ 671,924
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,294	\$ 96,629	\$ 869,664
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,660	\$ 25,466	\$ 229,194
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,626	\$ 25,063	\$ 225,563
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,456,627	\$ 245,663	\$ 2,210,964
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (361,900)	\$ (36,190)	\$ (325,710)



**EXHIBIT C.4 - SCHEDULE OF PAYMENTS  
PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS**

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Total Unilateral Option Sum for Equipment <i>(Note 1)</i>	Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
Base.22.3.2		Performance Bond for Phase 3 - Supply LMR System Components	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 474,041		\$ 474,041
		Total Lease Costs for Phase 3 - Supply LMR System Components	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691		\$ 440,691
<b>Total for Phase 3 - Supply LMR System Components:</b>			<b>\$ -</b>	<b>\$ (15,295,521)</b>	<b>\$ 20,980,737</b>	<b>\$ 6,414,817</b>	<b>\$ 7,039,394</b>	<b>\$ 2,040,935</b>	<b>\$ 1,710,894</b>	<b>\$ 212,620</b>	<b>\$ 46,247,035</b>	<b>\$ 3,445,758</b>	<b>\$ 42,801,277</b>

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

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

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

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

**Note 4:** Credit in the amount of \$547,158 for LAH was moved to LAHE in Amendment No. 10 for recordkeeping purposes.

**Note 5:** Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 11 to reflect the a credit in the amount of \$547,158 that was moved from LAH to LAHE in Amendment No. 10.

**Note 6:** Pursuant to Amendment No. Twelve, effective August 27, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 12 to shift FCC Licensing costs to Phase 1, in the amount of \$284,041.

**Note 7:** Pursuant to Amendment No. Sixteen, effective December 23, 2015, the Authority removed thirty-one (31) LMR System Sites for Phase 1. As such, Credits were realized in the amount of \$1,132,374. However, adding seventeen (17) new LMR System Sites to Phase 1 in the amount of \$635,537 will be taken from the credited amount of \$1,132,374, bringing the total amount of credits down to \$363,599 (inclusive of Phase 1 Work performed for 75% drawings and building permits in the amount of \$133,238) and shall be reflected in the Whitaker Middle Peak site in Phase 3. The remaining Credit balance of \$363,599 is reserved for use for a future replacement site(s).

**Note 8:** Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 3 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 3, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

**Note 9:** Pursuant to Amendment No. Seventeen, a credit in the amount of \$1,002,901 was transferred from Baldwin Hills (BAH) to Saddle Peak (SPN); a credit in the amount of \$547,298 was transferred from Mount Lukens (MTL) to Signal Hill (SGH); a credit in the amount of \$522,426 was transferred from Verdugo Peak City (VPC) to Verdugo Peak County (VPK); and a credit in the amount of \$547,158 was transferred from LACity Hall East (LAHE) to Topanga Peak (TOP).

**Note 10:** Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.

**Note 11:** Pursuant to Amendment No. Twenty-One, credit in the amount of \$563,761 from CPK was moved to BUR1, credit in the amount of \$943,771 from MLM was moved to MTL2, credit in the amount of \$181,525 from OAT was moved to LPC, credit in the amount of \$497,000 from SDW was moved to SUN, credit in the amount of \$547,298 from SGH was moved to MML, credit in the amount of \$547,158 from TOP was moved to FRP, credit in amount of \$497,000 from TPK was moved to MDL.

**EXHIBIT C.5 - SCHEDULE OF PAYMENTS  
PHASE 4 - LMR SYSTEM IMPLEMENTATION**

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 224,415	\$ 22,441	\$ 201,973
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 139,685	\$ 13,968	\$ 125,716
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 97,624	\$ 9,762	\$ 87,862
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 73,209	\$ 7,321	\$ 65,888
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 171,152	\$ 17,115	\$ 154,037
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 200,523	\$ 20,052	\$ 180,471
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ENC1	Encinal 1 (Fire Camp)		\$ -	\$ -	\$ 86,186	\$ 8,619	\$ 77,568
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 160,697	\$ 16,070	\$ 144,627
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 169,859	\$ 16,986	\$ 152,873
B.4.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF072	FS 72		\$ -	\$ -	\$ 98,585	\$ 9,858	\$ 88,726
B.4.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF084	FS 84		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF091	FS 91		\$ -	\$ -	\$ 42,234	\$ 4,223	\$ 38,010
B.4.2.2	LACF099	FS 99		\$ -	\$ -	\$ 0	\$ -	\$ -
B.4.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP 9		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	\$ 68,482	\$ 6,848	\$ 61,634
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 70,592	\$ 7,059	\$ 63,532
B.4.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 210,952	\$ 21,095	\$ 189,856
B.4.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 225,470	\$ 22,547	\$ 202,923
B.4.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 122,899	\$ 12,290	\$ 110,609
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 172,391	\$ 17,239	\$ 155,152
B.4.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTT	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 99,553	\$ 9,955	\$ 89,598
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 31,374	\$ 3,137	\$ 28,236
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 99,110	\$ 9,911	\$ 89,199
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 165,029	\$ 16,503	\$ 148,526
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 129,425	\$ 12,942	\$ 116,482
B.4.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 136,626	\$ 13,663	\$ 122,964
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 151,648	\$ 15,165	\$ 136,483
B.4.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SDW	San Dimas		\$ -	\$ -	\$ 118,369	\$ 11,837	\$ 106,532
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 80,521	\$ 8,052	\$ 72,469
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 200,031	\$ 20,003	\$ 180,028
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 143,789	\$ 14,379	\$ 129,410
B.4.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 142,673	\$ 14,267	\$ 128,405
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 153,478	\$ 15,348	\$ 138,131
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 179,547	\$ 17,955	\$ 161,592
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 174,731	\$ 17,473	\$ 157,258
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 87,459	\$ 8,746	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 117,591	\$ 11,759	\$ 105,832
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -

**EXHIBIT C.5 - SCHEDULE OF PAYMENTS  
PHASE 4 - LMR SYSTEM IMPLEMENTATION**

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886
B.4.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail</b>				\$ -	\$ -	\$ 4,761,337	\$ 476,134	\$ 4,285,203
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>								
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF136	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ 60,600	\$ 6,060	\$ 54,540
<b>Subtotal for Additional Sites (Amendment No. 10)</b>				\$ -	\$ -	\$ 99,961	\$ 9,996	\$ 89,965
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>								
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 50,009	\$ 5,001	\$ 45,008
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 178,515	\$ 17,852	\$ 160,664
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 88,854	\$ 8,885	\$ 79,969
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 94,813	\$ 9,481	\$ 85,332
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 210,218	\$ 21,022	\$ 189,196
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 45,737	\$ 4,574	\$ 41,163
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 93,778	\$ 9,378	\$ 84,400
B.4.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 45,805	\$ 4,581	\$ 41,225
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 51,893	\$ 5,189	\$ 46,704
B.4.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ 87,347	\$ 8,735	\$ 78,612
B.4.2.2	MIR	Mirador		\$ -	\$ -	\$ 123,518	\$ 12,352	\$ 111,166
B.4.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 217,931	\$ 21,793	\$ 196,138
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 214,060	\$ 21,406	\$ 192,654
B.4.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ 102,627	\$ 10,263	\$ 92,364
B.4.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 48,384	\$ 4,838	\$ 43,546
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	PWT	Porthead Tank		\$ -	\$ -	\$ 61,450	\$ 6,145	\$ 55,305
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 119,052	\$ 11,905	\$ 107,147
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ -	\$ 1,965,349	\$ 196,535	\$ 1,768,814
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>								
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	JKP2	Johnstone Peak - 2		\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
<b>Subtotal for Additional Site (Amendment No. 21)</b>				\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	-	-	-
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	-	-	-
B.4.3		Training		\$ -	\$ -	-	-	-
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	-	-	-
B.4.2		Acceptance Testing	1	\$ -	\$ -	-	-	-
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ 1,375,212	\$ 137,521	\$ 1,237,690
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$ -	\$ -	-	-	-
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 846,284	\$ 84,628	\$ 761,656
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 740,499	\$ 74,050	\$ 666,449
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 634,713	\$ 63,471	\$ 571,242
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 317,357	\$ 31,736	\$ 285,621
B.4.2.9		Voice Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.15		Voice Subscriber Access Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.17		Voice System Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$ -	\$ -	-	-	-



## EXHIBIT C.5 - SCHEDULE OF PAYMENTS PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total						
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035	
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828	
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828	
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414	
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414	
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414	
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207	
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207	
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -	
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207	
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414	
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414	
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207	
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207	
B.4.4.1		Final Migration/Cutover Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -	
B.4.5		Final System Support Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -	
B.4.6		Final Disaster Recovery Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -	
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	Included	\$ -	\$ -	
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	As provided for in Base.11.2.1	\$ -	\$ -	
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -	
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ (765,576)	\$ (76,558)	\$ (689,018)	
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -	
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722	
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -	
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500		\$ 527,500	
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,502	\$ 1,024,150	\$ 9,217,352	
<b>Total for Phase 4 - LMR System Implementation:</b>					\$ -	\$ -	\$ 27,770,638	\$ 2,713,692	\$ 25,056,946

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

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

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

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

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

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

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

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

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) LAND MOBILE RADIO (LMR) SYSTEM FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR SITE JOHNSTONE PEAK – 2**

**October 2016**

**INTRODUCTION**

On March 29, 2016, the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's Board of Directors (Board) certified the Environmental Impact Report (EIR) for the LA-RICS Land Mobile Radio (LMR) System (State Clearinghouse Number 2014081025); adopted a Mitigation Monitoring Plan (MMP) as a condition of project approval; adopted Findings of Fact (Findings) and Statement of Overriding Considerations for the Project; and authorized the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at 44 LMR sites.

The EIR analyzed several alternative sites that were not ultimately selected by the Authority. Included among these alternative sites was Johnstone Peak - 2 (JPK2), which was identified in the EIR as an alternate site to Johnstone Peak - 1 (JPK). Sites JPK and JPK2 are adjacent locations within approximately 200 feet of each other in the Johnstone Peak Communication Site as designated in the Angeles National Forest Land Management Plan. The Authority selected Site JPK because it is closer to the existing Los Angeles County communications facility and is located closer to a power source than Site JPK2. Further, selection of Site JPK would avoid the slightly greater biological resource impacts associated with construction of Site JPK2. However, pursuant to the EIR and the previously adopted Findings, neither site is environmentally superior to the other.

Since the March 29, 2016, project approval, site design has progressed. The site design team has identified that Site JPK has a steep grade and that installation on this site would require substantial earth moving and construction of a retaining wall. By contrast, Site JPK2 is flatter, and its use would require much less earthwork. Communications coverage provided by each of the sites would be the same. For these reasons, the Board is now authorizing the Authority to proceed with design, construction, implementation, operation, and maintenance at site JPK2 instead of site JPK.

Because JPK2 was not included in the Findings previously adopted by the Board, this document provides the California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations for Site JPK2.

## CEQA FINDINGS FOR SITE JPK2

### Selection of SITE JPK2 instead of JPK

Finding: The Authority now finds that specific economic, legal, social, technological, or other considerations make Site JPK infeasible.

Rationale for Finding: Because Site JPK2 is flatter than Site JPK, selection of Site JPK2 would require less grading and would eliminate the need for construction of a retaining wall as would be required at Site JPK. Although proposed activity at JPK2 has a potential for slightly greater biological resource impacts than at JPK due to its closer proximity to wetlands off site, best management practices (BMPs) to control erosion and sedimentation of excavated soil from stormwater runoff, specifically BMPs 8 through 16 as listed in Appendix C of the EIR, would be implemented as part of the proposed Project actions to avoid impacts to wetlands. As summarized in Table ES-1 of the Draft EIR and analyzed resource-by-resource in the EIR, all other environmental impacts at both of these sites would be similar, and neither site was identified as environmentally superior to the other in the EIR. Mitigation measures identified in the EIR to reduce impacts to less than significant are the same for both sites and mitigation measures identified for Site JPK in the Mitigation Monitoring Plan that was adopted by the Board on March 29, 2016, are applicable to Site JPK2.

### Findings Regarding Environmental Impacts Determined to be Less Than Significant or No Impact

#### Aesthetics

##### ***AES-1: Would the project have a substantial adverse effect on a scenic vista?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.1 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not have a substantial adverse effect on scenic vistas.

##### ***AES-2: Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?***

Finding: At site JPK2, the Project would result in no impact.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.1 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not substantially damage scenic resources.

##### ***AES-3: Would the project substantially degrade the existing visual character or quality of the site and its surroundings?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.1 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not substantially degrade existing visual quality or character at this site or its surroundings.

***AES-4: Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rational for Finding: The above finding is made based on the analysis in Draft EIR Section 3.1 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not create a new substantial source of light or glare.

### **Air Quality**

***AQ-1: Would the project conflict with or obstruct implementation of the applicable air quality plan?***

Finding: At site JPK2, the Project would result in less than significant impacts during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.2 and site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this site would not conflict with or obstruct implementation of the applicable air quality plan.

***AQ-2: Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?***

Finding: At site JPK2, the Project would result in less than significant impacts during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.2 and site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this site would not violate any air quality standard or contribute substantially to any air quality violation.

***AQ-3: Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?***

Finding: At site JPK2, the Project would result in less than significant impacts during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.2 and site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this site would not result in cumulatively considerable net increase of any criteria pollutant.

***AQ-4: Would the project expose sensitive receptors to substantial pollutant concentrations?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.2 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not expose sensitive receptors to substantial pollutant concentrations.

***AQ-5: Would the project create objectionable odors affecting a substantial number of people?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.2 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not result in objectionable odors that would affect a substantial number of people.

**Biological Resources**

***BIO-2: Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.3 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

***BIO-3: Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.3 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798),



which are incorporated by reference herein. Construction and operation at site JPK2 would not result in substantial adverse effects on federally protected wetlands.

***BIO-4: Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.3 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or impede the use of native wildlife nursery sites.

***BIO-6: Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.3 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other local, regional, or state habitat conservation plan.

## **Cultural Resources**

***CUL-1: Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.4 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not cause a substantial adverse change in the significance of a historical resource.

***CUL-2: Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.4 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798),

which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not cause a substantial adverse change in the significance of an archaeological resource.

***CUL-3: Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.4 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would have no impact on unique paleontological resources or unique geologic features.

***CUL-4: Would the project disturb any human remains, including those interred outside formal cemeteries?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.4 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would have no impacts on any human remains, including those interred outside formal cemeteries.

***CUL-5: Would the project cause a substantial adverse change in the significance of a Tribal cultural resource as defined in Public Resources Code (PRC) Section 21074?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.4 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not impact Tribal cultural resources as defined in PRC Section 21074.

**Geology / Soils**

***GEO-1: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.***

***Strong seismic ground shaking?***

***Seismic-related ground failure, including liquefaction?***

### ***Landslides?***

Finding: At site JPK2, the Project would result in no impacts related to rupture of a known earthquake fault and seismic-related ground failure, including liquefaction; less than significant impacts for strong seismic ground shaking during operation; and less than significant for landslides during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.5 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this site would not expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death, associated with faults, strong seismic shaking, seismic-related ground failure, or landslides. Construction of this site would not expose people or structures to potential rupture of a known earthquake fault, seismic-related ground failure, or landslides.

### ***GEO-2: Would the project result in substantial soil erosion or the loss of topsoil?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.5 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not result in substantial soil erosion or loss of topsoil.

### ***GEO-3: Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?***

Findings: At site JPK2, the Project would result in less than significant impacts during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.5 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this site would not be located on a geologic unit or soil that is unstable or would become unstable as a result of the project.

### ***GEO-4: Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.5 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site

JPK2 would not create substantial risks to life and property due to expansive soils identified in Table 18-1-B of the Uniform Building Code (UBC).

### **Green House Gases**

***GHG-1: Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.6 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not directly or indirectly generate greenhouse gases (GHGs) that would result in a significant impact on the environment.

***GHG-2: Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.6 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not conflict with any plan, policy, or regulation adopted for the purposes of reducing GHG emissions.

### **Hazards and Hazardous Materials**

***HAZ-1: Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not create a significant hazard to the public or environment through routine transport, use, or disposal of hazardous materials.

***HAZ-2: Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions resulting in a release of hazardous materials into the environment.

***HAZ-3: Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not emit hazardous emissions. The use, transport, and disposal of hazardous materials, substances, or wastes will comply with federal, state, and local regulations.

***HAZ-4: Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. The Project, at site JPK2, would not be constructed or operated on hazardous material sites listed pursuant to Government Code Section 65962.5.

***HAZ-5: For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not result in a safety hazard for people because the site is not located within 2 miles of a public airport or public use airport.

***HAZ-6: For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not result in a safety hazard for people because the site is not within the vicinity of a private airstrip.

***HAZ-7: Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not impair implementation of or physically interfere with an adopted emergency response or evaluation plan.

***HAZ-8: Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?***

Finding: At site JPK2, the Project would result in less than significant impacts during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.7 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this site would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires.

## **Hydrology / Water Quality**

***WQ-1: Would the project violate any water quality standards or waste discharge requirements?***

Finding: At site JPK2, the Project would result in no impacts during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this site would not violate any water quality standard or waste discharge requirement.

***WQ-2: Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

***WQ-3: Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off site?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not substantially alter existing drainage patterns of the site or area that would result in substantial erosions or siltation on or off site.

***WQ-4: Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not substantially alter existing drainage patterns of the site or area that would substantially increase surface runoff in a manner that would result in flooding on or off site.

***WQ-5: Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not create or contribute to runoff water which would exceed capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

***WQ-6: Would the project otherwise substantially degrade water quality?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not otherwise substantially degrade water quality.

***WQ-7: Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not place structures within a 100-year flood hazard area that would impede or redirect flood flows.

***WQ-8: Would the project expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not expose people or structures to a significant risk or loss, injury, or death involving flooding.

***WQ-9: Would the project expose people or structures to a significant risk of loss, injury, or death from inundation by seiche, tsunami, or mudflow?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.8 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not expose people or structures to a significant risk of loss, injury, or death from inundation by seiche, tsunami, or mudflow.

**Land Use**

***LU-1: Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?***



Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.9 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project adopted for the purpose of avoiding or mitigating an environmental effect.

***LU-2: Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.9 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not conflict with any applicable HCP or NCCP.

**Noise**

***NOI-1: Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.10 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not expose persons to generation of noise levels in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies.

***NOI-2: Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.10 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not expose persons to or the generation of excessive groundborne vibration or noise levels.

***NOI-3: Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.10 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not result in a substantial temporary or periodic increase in ambient noise levels above levels existing without the project.

***NOI-4: For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.10 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not expose people residing or working in the area to excessive noise levels.

***NOI-5: For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.10 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not expose people residing or working in the area to excessive noise levels.

## **Recreation**

***REC-1: Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.11 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not increase the use of existing neighborhood or regional parks or other recreational facilities.

## Transportation / Traffic

***TRANS-1: Would the project conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and nonmotorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.12 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system.

***TRANS-2: Would the project conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures or other standards established by the county congestion management agency for designated roads or highways?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.12 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not conflict with an applicable congestion management program.

***TRANS-3: Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.12 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not result in a change in air traffic patterns.

***TRANS-4: Would the project result in inadequate emergency access?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.12 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation of the Project at site JPK2 would not result in inadequate emergency service.

## Utilities / Service Systems

### ***UTL-1: Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?***

Finding: At site JPK2, the Project would result no impacts during operation.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.13 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Operation of the Project at this sitewould not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board (RWQCB).

### ***UTL-2: Would the project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.13 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would not require or result in construction of new or expansion of existing stormwater drainage facilities.

### ***UTL-3: Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.13 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would have sufficient water supplies based on existing entitlements and resources and would not require new or expanded entitlements.

### ***UTL-4: Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?***

Finding: At site JPK2, the Project would result in less than significant impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.13 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs.

***UTL-5: Would the project comply with federal, state, and local statutes and regulations related to solid waste?***

Finding: At site JPK2, the Project would result in no impacts.

Rationale for Finding: The above finding is made based on the analysis in Draft EIR Section 3.13 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. Construction and operation at site JPK2 would comply with federal, state, and local solid waste statutes and regulations.

**Findings Regarding Environmental Impacts Determined to Be Significant but Would Be Mitigated to a Less Than Significant Level**

**Air Quality**

***AQ-1: Would the project conflict with or obstruct implementation of the applicable air quality plan?***

Simultaneous construction of all Project sites located in the South Coast Air Basin (SCAB) would exceed significance thresholds for nitrogen oxides (NO<sub>x</sub>), a precursor for ozone (O<sub>3</sub>), and could conflict with or obstruct implementation of the South Coast Air Quality Management District (SCAQMD) Plan. Impacts would be significant.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.2 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798). These changes are set forth in **Mitigation Measure AQ MM 1** below.

**AQ MM 1:** No later than 12:00 p.m. on the Thursday prior to each week of construction, the contractor shall submit a report to the Authority for review and approval which includes, at minimum, the following information: (1) a list of the types and numbers of pieces of on-site construction equipment that will operate at each Project site within the SCAB on each day of the following week of construction; (2) an estimate of the combined total of NO<sub>x</sub> emissions from all construction activities at all Project sites in the SCAB for each day of the week and verification that the total does not exceed 100 pounds; (3) if combined NO<sub>x</sub> emissions are forecast to exceed 100 pounds on any day during the week following submittal of the report, the report shall document this fact, and the contractor shall substitute equipment with Tier 4 engines that adhere to emissions standards listed in 40 CFR 1039.101 for all types of off-road equipment to which USEPA regulations apply to the extent necessary to reduce emissions to 100 pounds, or otherwise limit construction activity to the extent necessary to reduce daily basin-wide NO<sub>x</sub> emissions to 100 pounds, to the

satisfaction of the Authority. Compliance with this requirement shall be documented in the following week's report.

Rationale for Finding: The contractor will be required to forecast Project emissions based on actual equipment that would be operating. Data would be provided and verified by the Authority, and no exceedance of NO<sub>x</sub> standards will be permitted. Implementation of AQ MM 1 would mitigate air emission from Project site JPK2 construction so that the Project would not conflict or obstruct implementation with the SCAQMD Plan. Implementation of Mitigation Measure AQ MM 1 would reduce construction emissions to below the level of significance.

***AQ-2: Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?***

Simultaneous construction of all Project sites located in the SCAB would exceed significance thresholds for NO<sub>x</sub>, a precursor for O<sub>3</sub>, and would result in violation of the SCAQMD threshold for daily NO<sub>x</sub> emissions during construction and would contribute to the SCAB nonattainment status for O<sub>3</sub>. Impacts would be significant.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.2 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure AQ MM 1** previously discussed above under AQ-1.

Rationale for Finding: The contractor will be required to forecast Project emissions based on actual equipment that would be operating. Data would be provided and verified by the Authority; and no exceedance of NO<sub>x</sub> standards will be permitted, which would ensure NO<sub>x</sub> emissions do not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Implementation of Mitigation Measure AQ MM 1 would reduce construction emissions to below the level of significance.

***AQ-3: Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?***

Simultaneous construction of all Project sites located in the SCAB would exceed significance thresholds for NO<sub>x</sub>, a precursor for O<sub>3</sub>, and would result in cumulatively considerable net increases in O<sub>3</sub> from the NO<sub>x</sub> emissions. Impacts would be significant.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.2 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760

through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure AQ MM 1** previously discussed above under AQ-1.

Rationale for Finding: The contractor will be required to forecast Project emissions based on actual equipment that would be operating. Data would be provided and verified by the Authority, and no exceedance of NO<sub>x</sub> standards will be permitted; therefore, the Project would not result in a cumulatively considerable net increase in any pollutant for which the SCAB is in nonattainment. Implementation of Mitigation Measure AQ MM 1 would reduce construction emissions to below the level of significance.

## **Biological Resources**

***BIO-1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, or on any species that meets the criteria in CEQA Guidelines Section 15380 for endangered, rare, or threatened?***

The analysis in the Draft EIR included the review of 112 special status plant species and 74 special status wildlife species to determine potential impacts due to construction or operations at site JPK2. Impacts to special status species would be significant.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect as identified in Draft EIR Section 3.3 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measures BIO MM 1 through BIO MM 9, BIO MM 18, BIO MM 23, and BIO MM 24** below.

### **BIO MM 1      Mitigation Monitoring and Reporting Plan**

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement a mitigation monitoring and reporting plan (MMRP) for the Project. The MMRP would serve to organize environmental compliance requirements identified in best management practices, mitigation measures, permit requirements, real property agreement conditions, coordination with the land management agency(s), and other applicable sources. The MMRP shall contain an organization chart and communication plan for environmental compliance as it relates to the Project.

### **BIO MM 2      Worker Environmental Awareness Program**

Prior to construction, the Authority shall develop and implement, or require the system contractor to develop and implement, including coordination with the respective land management agency, a Worker Environmental Awareness Program (WEAP) for the Project. This mitigation measure would serve to

institute and formalize an education program to increase awareness of environmental resources and measures and rules that are in place to help minimize impacts to those resources.

- a) A WEAP shall be developed and shall be required for all construction employees prior to placement of Project equipment, construction, or any ground-disturbing activities at the Project site. Training of additional workers, contractors, and visitors shall be provided, as needed.
- b) The WEAP is to inform on-site workers of the possible presence of special status species, the measures to be taken to protect these species, and the importance of minimizing impacts to the natural environment through the protection of native vegetation, adhering to required buffers and protection zones, staying on existing roads, and implementing best management practices that include containment of any spills, disposal of trash, and management of runoff and sediment transport.
- c) To assure long-term implementation of mitigation measures, an information sheet listing potential sensitive species and what to do if any are encountered shall be prepared, distributed to workers, and posted on site.

**BIO MM 3      Biological Compliance Reporting**

A biological monitor shall visit all active construction sites at least once weekly to document compliance and provide reports to the Project administrator on a weekly basis.

**BIO MM 4      Site Sanitation**

- a) The contractor shall keep a regulated work area free of litter and trash. Trash and discarded food items shall be contained within an appropriate receptacle and removed daily to avoid attracting wildlife to the construction site, contribute to habituation of wildlife to the presence of humans, or to attract avian or mammalian predators to the area.
- b) All construction debris (including nuts, bolts, small pieces of wire, etc.) shall be cleaned up (e.g., trash removed, scrap materials picked up) each day that work is conducted to minimize the likelihood of wildlife visiting the site and consuming microtrash, discarded food, or other substances.

**BIO MM 5      Hazardous Materials Management**



- a) A toxic substance management and spill response plan shall be prepared by the contractor for review and approval by the Authority.
- b) Hazardous materials shall be contained; spills shall be prevented; and any spills at the Project site or along access roads shall be contained and cleaned up immediately.
- c) All construction vehicles are required to carry at least one spill response kit.
- d) Any spills shall be accounted for in reports prepared by the biological/environmental monitor.

**BIO MM 6      Anti-perch Devices**

Anti-perch devices shall be affixed to any elevated, horizontal structure (this includes the top quarter-arc of disc antennas) suitable for perching or nesting by raptors, ravens, vultures, gulls, or other large birds to deter the use of these facilities as perch or nest sites to avoid attracting avian predators to the area, and so as not to contribute to the habituation of condors to the presence of humans. Anti-perch devices shall be inspected annually and repaired as needed.

**BIO MM 7      California Condor Protection**

- a) As part of BIO MM 4 Site Sanitation, a written list of procedures shall be established and posted on site and/or kept in a site binder at all times. Specifically, the protocol shall list requirements including: all trash of any size shall be placed and contained in covered containers; and no trash of any kind shall be released to the environment. This includes any food items, small or large pieces of plastic or wire, and any small metallic objects (i.e., nuts, bolts, wire nuts).
- b) As part of BIO MM 2 WEAP, construction crews shall be informed of the possible presence of California condors. A qualified biologist shall prepare an informational handout to be presented at WEAP instruction. This program and handout shall provide, at a minimum, information concerning the biology and distribution of the California condor, legal status, and possible occurrence in the vicinity; measures to avoid impacts to condors; procedures to be implemented to eliminate microtrash from the site; and what to do in case of California condor encounters. The informational handout shall be posted at the Project site for continued reference by construction and maintenance workers.
- c) During construction and operations of the facility, all workers shall avoid any interaction with condors and shall immediately stop work if condors

are present in the Project site. If condors are on site, USFWS would be contacted immediately (Ventura office: 805-644-1766) following internal chain-of-command communications protocol. Once condors leave on their own accord or as a result of techniques employed by permitted USFWS personnel, on-site work may continue.

- d) If condors are known to be present in the area and found roosting within 0.5 mile of the Project site, no construction activity shall occur between one hour before sunset and one hour after sunrise or until the condors leave the area.
- e) If condors are documented nesting within 1.5 miles of a Project site (as determined by nesting bird surveys, observations by the biological monitor, and/or information from USFWS condor program), no construction activity shall occur until further authorization is received from USFWS.
- f) The Project site shall be maintained in a clean condition at all times.
- g) All wires, cables, and other items, either temporary or permanent, that could entangle a condor are to be securely fastened down or removed from site. No permanent guy wires will be used.
- h) As part of BIO MM 3 Biological Compliance Reporting, the environmental monitor shall verify at least once a week during active construction and upon completion of construction activities that the Project site is maintained in a clean condition.

**BIO MM 8      Biological Monitoring**

A qualified biological monitor shall be present at the site during construction activities that result in ground disturbance or removal of vegetation to ensure all mitigation measures are met. Duties of the biological monitor include checking for the presence of wildlife on the construction site, inspecting trenches or holes for trapped wildlife, surveying for the presence of nesting birds and adherence to nesting bird protection buffers, monitoring construction site boundaries, and checking that vegetation flagged for protection is not disturbed.

**BIO MM 9      Protect Native Vegetation and Common Wildlife**

- a) Minimize disturbance to native perennial plants; new ground disturbance shall be the minimum necessary and established and delineated prior to any earth-moving activities.

- b) If native perennial vegetation cannot be avoided and would be impacted or destroyed, the disturbance area is to be surveyed for the presence of special status plants and to remove common species of wildlife prior to destruction of the vegetation.
- c) At no time shall protected species be handled or moved. If a protected species is found within the construction area, all work that may impact that animal shall cease and the appropriate agency(s) shall be contacted (e.g., USFWS, CDFW, land management agency). The animal shall be allowed to leave the site on its own accord.
- d) Prior to construction or any ground-disturbance activities, mark the construction disturbance limits and monitor for adherence to these boundaries.
- e) Stay on existing roads.
- f) Do not remove native trees; construction limits shall be established to avoid walnuts, oaks, and any other sensitive species habitat and the limits shall be flagged by a biological monitor.
- g) Protect tree root systems by precluding paving, trenching, or other ground disturbing activities; and preclude heavy equipment from driving, parking, or staging within the tree's dripline.
- h) Any loss of native perennial vegetation, whether planned or unintentional, is to be accounted for in reports prepared by the biological monitor.

**BIO MM 18 Nesting Bird Protection**

- a) It is preferred that removal of trees or large tree limbs and other vegetation removal activities such as grubbing or shrub clearing avoid the typical bird nesting season of January 1 through September 15.
- b) If construction activities occur during the bird nesting season, and to prevent disturbance to or destruction of nests of protected native bird species that could occur as a result of vegetation removal, disturbance, or other on-site construction activities, preconstruction surveys for nesting birds shall be conducted by a qualified biological monitor within 10 calendar days prior to on-site construction-related disturbance activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors.
- c) If nesting protected non-raptor species are detected, a 300-foot avoidance buffer shall be implemented; a 500-foot avoidance buffer

would be applied to any active nest of a raptor or other species of special status bird.

- d) Appropriate site-specific buffers may be established with the approval of a Project designated avian expert, based in part on the species of nesting bird present, location of nest, nesting phenology, magnitude of potential disturbance, and other site conditions (e.g., levels of ambient noise; line-of-sight).
- e) If construction activities would occur within the general buffer distances for active nests (300 feet for non-raptors, 500 feet for raptors, and up to 1.5 miles for condors and eagles), a Biological Monitor must be present during those activities.
- f) No active nests may be destroyed; inactive bird nests may be destroyed as part of vegetation removal but may not be reduced to possession.
- g) Between September 16 and December 30, grubbing, shrub clearing, and tree/limb removal activities are not subject to restrictions based on the protection of migratory birds.
- h) Comply with the USFWS Office of Migratory Birds voluntary guidelines for communications tower placement, construction, and operation.
- i) For any towers that must exceed 199 feet in height, lighting requirements would be designed in cooperation with FAA and USFWS Office of Migratory Birds to minimize attraction and resulting mortality of migratory birds.

**BIO MM 23 Prevent the Spread of Nonnative Vegetation**

- a) All ground disturbed by construction activities that would not be paved, landscaped, or otherwise permanently stabilized (e.g., graveled, soil compaction) shall be seeded using species native to the Project vicinity.
- b) To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be inspected at the equipment storage facility to remove soil and vegetation; and the equipment shall be washed prior to entering the construction site.
- c) To prevent invasive species seeds from leaving the site, all construction equipment shall be inspected, and all attached plant/vegetation and soil/mud debris shall be removed prior to leaving the construction site.

**BIO MM 24 Special Status Plants Surveys and Protection**

- a) As part of BIO MM 2 WEAP, construction crews shall be informed prior to the onset of construction activities of the possible presence of special

status plants in the area and the importance of maintaining native vegetation.

- b) At site JPK2, surveys for special status plants shall be conducted by a qualified botanist prior to ground-disturbing activities, in the proper season and in suitable habitat surrounding the Project site or any area subject to ground disturbance, including access roads.
- c) If a special status plant is found to be present or if surveys are determined to be inconclusive, the areas requiring special protection would be marked prior to construction to provide a buffer to maintain the ecological context of the location at which the plant was found.
- d) Mitigation measure BIO MM 8 Biological Monitoring shall apply at Project sites where special status plants or their habitat are present, and protection buffers would be monitored for compliance.

Rationale for Finding: As described in detail in Section 3.3 of the Draft EIR, the Project would avoid substantial adverse effects on species and habitat through worker education, species and habitat identification, avoidance, and monitoring. Implementation of **Mitigation Measures BIO MM 1 through BIO MM 9, BIO MM 18, BIO MM 23, and BIO MM 24** would reduce construction and operational impacts to below the level of significance.

***BIO-5: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?***

The construction of Project site JPK2 would impact biological resources protected by local policies or ordinances; impacts would be significant.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.3 and the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measures BIO MM 1 through BIO MM 9, BIO MM 18, BIO MM 23, and BIO MM 24**, previously discussed above under BIO-1.

Rationale for Finding: As described in detail in Section 3.3 of the Draft EIR, the Project would avoid biological resources protected by local policies or ordinances through worker education and species and habitat identification, avoidance, and monitoring. Implementation of **Mitigation Measures BIO MM 1 through BIO MM 9, BIO MM 18, BIO MM 23, and BIO MM 24** would reduce construction and operational impacts at site JPK2 to below the level of significance.

**Geology / Soils**

***GEO-1: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:***

***Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.***

***Strong seismic ground shaking?***

***Seismic-related ground failure, including liquefaction?***

***Landslides?***

At site JPK2, a new lattice tower up to 180 feet tall will be constructed. Seismic shaking impacts and landslide impacts from construction would be significant at site JPK2 without an evaluation of site-specific soils, geology, and seismic shaking probability.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.5 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure GEO MM 1**, below.

**GEO MM 1** Prior to or concurrently with submittal of the application for a building permit for any portion of the Project site, the Contractor shall:

- 1) Submit to the appropriate municipality (County of Los Angeles or city having jurisdiction over the site) a site-specific, design-level geotechnical report reviewed and approved by both an engineering geologist licensed in the State of California and a civil engineer licensed in the State of California. The report shall comply with all applicable state and local code requirements and shall:
  - a) Include an analysis of the expected ground motions at the site from known active faults using accepted methodologies
  - b) Include an analysis of all potential geologic hazards including but not limited to, landslides, mudslides, liquefaction potential, identification of active faults, land spreading, and land subsidence. The report shall be prepared in accordance with and meet the requirements of the County of Los Angeles Department of Public Works (LACDPW) Manual for Preparation of Geotechnical Reports, July 1, 2013.
  - c) Specify liquefaction mitigations that shall use proven methods generally accepted by professional engineers to reduce the risk of liquefaction to a less than significant level such as:
    - i) subsurface soil improvement

- ii) deep foundations extending below the liquefiable layers
  - iii) structural slabs designed to span across areas of non-support
  - iv) soil cover sufficiently thick over liquefaction soil to bridge liquefaction zones
  - v) dynamic compaction
  - vi) compaction grouting
  - vii) jet grouting
  - viii) mitigation for liquefaction hazards suggested in the California Geological Survey's (CGS) Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication 117, 1997) including edge containment structures (berms, dikes, sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can withstand predicated displacements
- d) Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable local county and local city amendments, to ensure that structures can withstand ground accelerations expected from known active faults
  - e) Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding improvements
- 2) Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigations in the site specific investigations.
  - 3) The Project structural engineer shall review the site specific investigations, provide any additional necessary mitigation to meet Building Code requirements, and incorporate all applicable mitigations from the investigation in the structural design plans and shall ensure that all structural plans for the Project meet current Building Code requirements.
  - 4) Site construction shall not begin until:
    - a) The registered geotechnical engineer representing the applicable permitting municipality for the Project site (county or city), or third party registered engineer retained to review the geotechnical reports, has reviewed each site specific geotechnical investigation, approved the final report, and required compliance with



geotechnical mitigations contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and other relevant construction permits; and

- b) The applicable permitting municipality for the Project site (county or city) has reviewed all Project plans for grading, foundations, structural, infrastructure and other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements

Rationale for Finding: As described in detail in Section 3.5 of the Draft EIR, a geotechnical report will be prepared for each of these sites. The report will be prepared in accordance with applicable regulations for the applicable jurisdiction for the location of the Project sites. The geotechnical report will assess site-specific seismic ground-shaking conditions to be considered and make recommendations on the design of the foundation to minimize seismic hazards. Implementation of **GEO MM 1** would reduce construction and operational impacts to below the level of significance.

***GEO-3: Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?***

Site JPK2 is located within a designated potential landslide area or designated potential liquefaction zone. The ground under this site has the potential for soils to become unstable; construction impacts would be significant.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.4 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure GEO MM 1**, discussed above under GEO-1.

Rationale for Finding: As described in detail in Section 3.5 of the Draft EIR, a geotechnical report will be prepared for each of these sites. The report will evaluate subsurface soil and groundwater condition and make recommendations to ensure soil stability and minimize potential for lateral spreading, subsidence, liquefaction, or collapse. Implementation of **GEO MM 1** would reduce construction and operational impacts at site JPK2 to below the level of significance.

## **Hazards and Hazardous Materials**

***HAZ-8: Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?***

Site JPK2 is located within a Very High Fire Hazard Severity Zone. Construction activities in this area represent an elevated significant risk of igniting a wildland fire.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in the Draft EIR Section 3.7 and site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure HAZ MM 3**, below.

**HAZ MM 3: Fire Management Plan.** Prior to construction activity, the Authority must work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify Project locations, Project descriptions, anticipated construction activities, limitation of activities during periods of elevated fire risk (e.g., “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.

Rationale for Finding: As described in detail in Section 3.7 of the Draft EIR, construction in these zones will comply with local municipal code, including provisions for emergency vehicle access, use of approved building materials, design, and brush clearance. The fire management plan will document procedures for both fire prevention and response. Implementation of **HAZ MM 3** would reduce construction and operational impacts at site JPK2 to below the level of significance.

**Hydrology / Water Quality**

***WQ-1: Would the project violate any water quality standards or waste discharge requirements?***

At site JPK2, groundwater may also be encountered during excavation of deep foundations. Dewatering of an excavation would constitute a significant impact if the water is not discharged properly.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.8 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure UTL MM 1**, discussed below.

Rationale for Finding: As described in detail in Section 3.8 of the Draft EIR, the Authority will comply with all conditions and stipulations specified in the dewatering permit at site JPK, as

applicable. Implementation of **UTL MM 1** would reduce construction and operational impacts at site JPK2 to below the level of significance.

### **Utilities / Service Systems**

#### ***UTL-1: Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?***

Groundwater may be encountered during excavation activities at this site during construction of deep foundations associated with a new monopole or lattice tower . Perched groundwater that may be encountered could be contaminated, have high levels of turbidity, or generally not meet other requirements for discharge to the environment. Unpermitted discharges to the environment could exceed treatment requirements of the Regional Water Quality Control Boards (RWQCBs) and would be considered a significant impact.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect from construction as identified in Draft EIR Section 3.13 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure UTL MM 1**, below.

**UTL MM 1:** In the event groundwater in sufficient quantity is encountered to require dewatering, a discharge permit shall be obtained from the applicable RWQCB prior to construction; and removal or discharge of water would be in accordance with the terms and conditions of the permit.

Rationale for Finding: As described in detail in Section 3.13 of the Draft EIR, the Authority will comply with all conditions and stipulations specified in the dewatering permit at each of these sites, as applicable. Implementation of **UTL MM 1** would reduce construction and operational impacts to below the level of significance.

### **Findings Regarding Environmental Impacts Determined to Be Significant that Cannot be Mitigated to a Less Than Significant Level**

No impacts determined to be significant that cannot be mitigated to a less than significant level have been identified at Site JPK2.

### **Findings Regarding Cumulatively Considerable Impacts That Would Be Mitigated to a Less Than Significant Level**

#### **Air Quality**

**AQ-1: Would the project conflict with or obstruct implementation of the applicable air quality plan?**

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect as identified in Draft EIR Section 3.2 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure AQ MM 1**.

Rationale for Finding: The construction contractor will be required to forecast Project emissions based on actual equipment that would be operating. Data would be provided and verified by the Authority, and no exceedance of NO<sub>x</sub> standards will be permitted. With implementation of **Mitigation Measure AQ MM 1**, NO<sub>x</sub> emission would be reduced below the level of significance and would not result in a cumulatively considerable significant impact that would conflict or obstruct implementation of the air quality management plan (AQMP).

**AQ-3: Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect as identified in Draft EIR Section 3.2 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measure AQ MM 1**.

Rationale for Finding: With implementation of Mitigation Measure AQ MM 1, NO<sub>x</sub> emission would be reduced below the level of significance and would not result in cumulatively considerable net increase in any criteria pollutants.

### **Biological Resources**

***BIO-1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, or on any species that meets the criteria in CEQA Guidelines Section 15380 for endangered, rare, or threatened?***

Potential project-related impacts to special status wildlife and plant species were evaluated at the proposed Project sites evaluated in the Draft EIR. Continued habitat loss, mortality of wildlife, or disturbance to wildlife as a result of any project included on the cumulative projects list (see Draft EIR Table 2.7-1) would constitute a cumulatively considerable significant impact.

Finding: Changes or alterations have been incorporated into the Project that avoid or substantially lessen the significant environmental effect as identified in Draft EIR Section 3.3 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which

are incorporated by reference herein. These changes are set forth in **Mitigation Measures BIO MM 1 through BIO MM 9, BIO MM 18, BIO MM 23, and BIO MM 24.**

Rationale for Finding: As described in detail in Section 3.3 of the Draft EIR, the Project would avoid substantial adverse effects on species and habitat through worker education, species and habitat identification, avoidance, and monitoring. Implementation of **Mitigation Measures BIO MM 1 through BIO MM 9, BIO MM 18, BIO MM 23, and BIO MM 24** would reduce cumulatively considerable construction and operational impacts to special status species to below the level of significance.

### **Findings Regarding Cumulatively Considerable Impacts That Cannot Be Mitigated to a Less Than Significant Level**

#### **Biological Resources**

***BIO-1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, or on any species that meets the criteria in CEQA Guidelines Section 15380 for endangered, rare, or threatened?***

The Migratory Bird Treaty Act of 1918 (MBTA) protects species of native migratory birds listed under the MBTA. The American Bird Conservancy reports an estimated 6.8 million birds annually are killed by collision with communication towers in the United States and Canada. The Department of Interior Office of the Secretary (2014) reports that impacts from non-ionizing electromagnetic radiation emitted by communication towers could be significant for birds, and that cell tower radiation could be a threat to nearby nesting birds. To address these concerns, the USFWS Office of Migratory Birds has issued voluntary guidelines for communications tower placement, construction, and operation. Guidelines emphasize collocation wherever possible, height limitations of 199 feet above ground level, designs that avoid guy wires, unlighted structures if FAA regulations permit, and avoidance of migratory pathways.

Finding: Changes or alterations have been incorporated into the Project that substantially lessen the significant environmental effect as identified in Draft EIR Section 3.3 and in the site JPK2 summary form in Chapter 4 of the Draft EIR (pages 4-760 through 4-798), which are incorporated by reference herein. These changes are set forth in **Mitigation Measures BIO-6 and BIO MM 18.** Although these mitigation measures would minimize Project impacts, specific economic, legal, social, technological, or other considerations make it infeasible to reduce this cumulatively considerable impact to a less than significant level.

Rationale for Finding: The addition of LMR structures, as well as the vast array of existing towers and high rise buildings across Los Angeles County, contributes to the cumulative loss of migratory birds. This loss would be less substantive for tower structures that implement the USFWS voluntary guidelines for communications towers. This incremental impact of bird

mortality due to Project implementation is “cumulatively considerable.” Although the applicable standards for the construction of communication towers are being fully met (with the exception of site DPK, which is 200 feet tall vs. 199 feet tall), no additional mitigation measures are available to reduce the Project’s contribution to cumulative impacts on migratory birds to less than significant.

## **STATEMENT OF OVERRIDING CONSIDERATIONS FOR SITE JPK2**

CEQA requires a public agency to balance the benefits of a project against its unavoidable, adverse environmental impacts in determining whether to approve the project.

Section 15093 of the State CEQA Guidelines provides the following:

- (a) *CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”*
- (b) *When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the Final Environmental Impact Report (Final EIR) but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.*
- (c) *If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.*

## **Project Significant Impacts**

Construction and operation at site JPK2 would not result in any significant and unavoidable impacts at the project level; however, cumulatively considerable and unavoidable impacts would occur to biological resources at all project sites, including JPK2, as described below.

### **Biological Resources**

The addition of LMR structures, as well as the vast array of existing towers and high rise buildings across Los Angeles County contributes to the cumulative loss of migratory birds protected by the MBTA. This loss would be less substantive for tower structures that implement the USFWS voluntary guidelines for communications towers. These applicable standards for the construction of communication towers would be met for all project sites (with the exception of not exceeding the height limitations of 199 feet above ground level at Site DPK which would be 200 feet tall). Although changes or alterations set forth in **Mitigation Measures BIO-6** and **BIO MM 18** have been incorporated into the Project that substantially lessen the significant environmental effect, the incremental impact of bird mortality due to

Project implementation would still be cumulatively considerable and significant. No additional feasible mitigation measures are available to reduce the Project's contribution to cumulative impacts on migratory birds to less than significant.

### **Overriding Considerations**

The Project offers numerous benefits that outweigh the unavoidable adverse environmental effects of the Project. The LA-RICS Board recognizes that significant and unavoidable impacts will result from implementation of the Project, as discussed above. Having (1) adopted all feasible mitigation measures, (2) recognized all significant, unavoidable impacts, and (3) balanced the benefits of the Project against the Project's significant and unavoidable impacts, the LA-RICS Board finds that there are specific overriding economic, legal, social, technological, or other benefits of the Project that outweigh those impacts and provide sufficient reasons for approving the Project. These overriding considerations justify adoption of the Project and certification of the Final EIR. Each of the benefits set forth below constitutes an overriding consideration warranting approval of the Project, independent of the other benefits, despite each and every unavoidable impact. These benefits are as follows:

**The new system will enhance safety and emergency response for 10 million Los Angeles County residents and the over 40 million Los Angeles County tourists.** The LMR system will provide emergency responders with an improved communications system that will enable efficient and coordinated response to incidents and emergencies that is currently not possible in Los Angeles County. The improved communications could reduce response times and ultimately save lives. The LMR system will support a rapid, safe, and effective response during daily operations. The new system will facilitate effective radio communication to prevent and respond to crimes, keeping firefighters safe as they fight blazes, facilitating life-saving exchanges of information between emergency medical service professionals and hospitals, and allowing third responders such as public works and utility providers the opportunity to coordinate responses to disasters and special events. Additionally, the Los Angeles region is disaster prone and is designated as a high-threat area by the Department of Homeland Security (DHS). The Los Angeles area is subject to 13 of 16 disaster types. The LMR system will support faster, better-coordinated, large-scale multi-agency response to emergencies such as terrorist attacks, earthquakes, civil disturbance, wildfire, or other disasters, improving overall system capacity and coverage for first and second responders region-wide.

**The new system will replace an outdated proprietary system with a standards-based communication system.** The LA-RICS LMR system is a standards-based system that is designed to facilitate the use of standards-based radio equipment regardless of manufacturer. Legacy systems are proprietary; and, as such, each proprietary system must use proprietary equipment that is specific to that model and/or version of network. Interoperability with other vendors' systems and, in many cases, different models of networks by the same manufacturer requires third party equipment to "patch" the systems together. This patch introduces a potential point of failure during times of critical communications and does not solve the problem of proprietary equipment (radios) communicating directly on a different proprietary network. The LA-RICS network will provide first and secondary responders using standards-based equipment, regardless of model or manufacturer, the ability to communicate directly with each other



and remove the point of failure that is introduced with a patch. Additionally, the LA-RICS network will provide for a **standards-based interface with other manufacturers' standards-based networks, thus preserving direct interoperability within a system-of-system environment.**

**The new system will meet the FCC mandate to vacate ultra-high frequency (UHF) T-Band frequency spectrum at 470 to 512 megahertz (MHz) for members of the LA-RICS Joint Powers Authority.** The LA-RICS LMR system will provide a modern, integrated wireless voice and narrowband data communications system designed and built to serve law enforcement, fire service, health service, and public works professionals throughout Los Angeles County. The system does not operate on the Federal Communications Commission (FCC)-mandated vacated spectrum. It seamlessly operates on two bands of spectrum, 700 MHz and UHF.

**The new system will replace 40 aging radio networks with one state-of-the-art network, solely dedicated to emergency responders, that increases overall capacity for and speed of communication during local emergencies, special events, and disasters.** The new system will provide day-to-day communications within and among agencies and allow seamless interagency communications for responding to routine, emergency, and catastrophic events. The system is composed of four different subsystems:

- 1) Digital Trunked Voice Radio System — provides first responders with radio communications utilizing digital technology. It seamlessly operates on two bands of spectrum (700 MHz and UHF)
- 2) Analog Conventional Voice Radio System — provides first responders with radio communications utilizing conventional analog technology
- 3) Los Angeles Regional Tactical Communications System — consists of local, state, and federal interoperability channels in four different bands of spectrum in order to allow outside agencies responding to events in Los Angeles County to have designated channels for communications
- 4) Narrowband Mobile Data Network — a data system that provides critical dispatch communications