



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING
Thursday, December 17, 2015 • 9:00 a.m.
Kenneth Hahn Hall of Administration
500 West Temple Street, Conference Room 743,
Los Angeles, CA 90012

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

AGENDA POSTED: December 15, 2015

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>.

Members:

1. **Sachi Hamai**, Chair, CEO, County of Los Angeles
2. **Daryl L. Osby**, Fire Chief, County of Los Angeles Fire Dept.
3. **Jim McDonnell**, Sheriff, County of Los Angeles Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Bill Walker**, Fire Chief, City of Alhambra 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. **Kim Raney**, Chief of Police, City of Covina Police Dept.

Alternates:

Tom Tindall, Director, 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.
Karolyn Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Chris Donovan, Fire Chief, City of Monrovia Fire Dept.
Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Sam Olivito, Executive Dir., CA Contract Cities Assoc.
David Povero, Captain, City of Covina Police Dept.

Officers:

Patrick Mallon, 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. November 5, 2015 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-D)

B. Director's Report – Pat Mallon

- LTE Project Status
 - LTE Environmental Status
 - LTE Construction Status
 - LTE Contract Status
- LMR Project Status
 - LMR Environmental Status
 - LMR Contract Status

C. Project Manager's Report – Pat Mallon

Agenda Item C

D. Grant Status Report – Pat Mallon

VII. DISCUSSION ITEMS (E-G)

E. Status of Membership



Agenda Item E: Enclosure

F. Replacement of Oversight Committee Member

Agenda Item F

G. Outreach Update

Agenda Item G

VIII. ADMINISTRATIVE MATTERS (H-P)

H. ELECTIONS OF THE CHAIRPERSON AND VICE-CHAIRPERSON

It is recommended that your Board:

In light of the recent changes in Authority membership and Board composition following the November 24, 2015, opt-out date, the Board should consider whether to take action to elect a new Chair and Vice-Chair of the JPA. Any Chair and Vice-Chair that would be elected, if any, would not assume this role until December 18, 2015, the day after this Special Board Meeting.

Agenda Item H

I. ELECTIONS FOR AT-LARGE BOARD MEMBERS

It is recommended that your Board:

Set March 3, 2016 for mail-in-ballot elections of the three (3) At-Large Director and four (4) Alternate Director seats. If the seats are uncontested, the Board can appoint the members at the January or February 2016 Board meetings. The Board should note that only member agencies of the Authority are eligible to vote for the At-Large Director seats and to hold such seats.

Agenda Item I

J. APPROVE 90-DAY EXTENSION APPROVAL FOR THE FISCAL-YEAR 2015-16 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET / PROJECT TEAM LINE ITEM



It is recommended that your Board:

The Los Angeles Regional Interoperable Communications System Authority (Authority) extend approval of the attached Fiscal-Year 2015-16, Adopted Operating Budget to continue to reflect the LA-RICS project team line item as funded by the Urban Areas Security Initiative (UASI) and / or State Homeland Security Grant Program (SHSGP) in the amount of \$2,485,000, pending a written determination from California Governor's Office of Emergency Services (CalOES), the grant administrator at the State level, regarding the matter of supplanting.

Agenda Item J: Enclosure

K. APPROVE AMENDMENT NO. 16 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 approval and execution and performance of the work covered by Amendment No. 16 to the Agreement for the Unilateral Option for all Work in Phase 1 for seventeen (17) LMR System Sites identified in Table I for the System Design is exempt from review under the California Environmental Quality Act (CEQA) as it is not a project under CEQA pursuant to CEQA Guidelines Sections 15378 and 15061(b)(3);
- b. Find that the Phase 1 System Design Work is statutorily exempt pursuant to CEQA Guidelines Section 15262 and categorically exempt pursuant to CEQA Guidelines Sections 15304 and 15306;
- c. Find the activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), and execution of Amendment No. 16, which permits design, construction, implementation, operation, and maintenance of LMR System infrastructure at twelve (12) sites identified in Table 2, contemplated in the Design, including all Work included in the Agreement, as well as any amendments and Notices to Proceed as referenced herein and in the Agreement, are statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25 for the reasons stated in this letter and as noted in the record of the project.



- d. Find that any leased circuit work that may occur outside of the twelve (12) sites identified in this letter, if needed, to provide connectivity to the LMR System site(s), is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Approve Amendment No. 16 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
 - a. Account for 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. Make changes necessary to 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. Reflect the inclusion of Phase 1 (System Design) Project Description Work only for one (1) potential replacement site 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. Make changes necessary to 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 for a cost increase in the amount of \$499,912.
 3. Authorize an increase in 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.
 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 16.



5. Delegate authority to the Executive Director to execute Amendment No. 16, in substantially similar form, to the enclosed Amendment.

Agenda Item K: Enclosure

L. APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES AND THE JUDICIAL COUNCIL OF CALIFORNIA

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority, which will allow for the design, construction, implementation, operation, and maintenance of the LMR System infrastructure at four (4) LMR System Sites identified in Enclosure 1 contemplated in the LMR System Design, are statutorily exempt from review under the California Environmental Quality Act (CEQA), pursuant to Public Resources Code Section 21080.25 for reasons stated in this letter and as noted in the record of the project.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, one or more Site Access Agreements or amendments to existing SAAs with the County of Los Angeles and the Judicial Council of California.

Agenda Item L: Enclosure

M. AMENDMENT NO. 6 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

It is recommended that your Board:

1. Approve an extension to Televate's contract term to September 30, 2016, to provide additional technical support and ensure that Phase 1 Work for PSBN Sites related to the CAP Response is completed.
2. Increase Televate's scope of work to contemplate additional tasks including, but not limited to, developing new policies and procedures, increase the level of effort for Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding.
3. Approve an increase to the Maximum Contract Sum in the amount of \$1,400,000, increasing the Maximum Contract Sum amount from \$5,697,003 to \$7,097,003 to contemplate



4. Delegate authority to the Executive Director to execute Amendment No. 6 with Televate, substantially similar in form to the Enclosure.

Agenda Item M: Enclosure

N. AGREEMENT FOR GRATIS USE OF EQUIPMENT DURING THE 2016 ROSE PARADE

It is recommended that your Board:

Delegate authority to the Executive Director, or his designee, to execute the attached Agreement, substantially similar to the Enclosure, with Blackhawk that will allow Blackhawk to loan Equipment to the Authority, on a gratis basis, for a period up to and including thirty (30) days, for testing and demonstration purposes and use during the upcoming 2016 Rose Parade.

Agenda Item N: Enclosure

O. APPROVE AMENDMENT NO. 15 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK.

It is recommended that your Board:

1. Approve Amendment No. 15 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure, which revises the Agreement 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.
 - (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.

- (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.
- 2. Delegate authority to the Executive Director to execute Amendment No. 15 in substantially similar form to the enclosed Amendment.

Agenda Item O: Enclosure

P. 2016 SCHEDULE OF LA-RICS BOARD MEETINGS

It is recommended that your Board:

Approve the following dates for the calendar year 2016 Board Regular Meeting Schedule:

- January 7
- February 4
- March 3
- April 7
- May 5
- June 2
- July 7
- August 4
- September 8
- October 6
- November 3
- December 1

All Regular Meetings will be held at 9:00 a.m., Pacific Time at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012

Agenda Item P

IX. MISCELLANEOUS – (None)

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

XI. CLOSED SESSION REPORT



1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) (2) and (d) (4) of Government Code Section 54956.9) (2 cases)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director
3. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director
4. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

XII. ADJOURNMENT and NEXT MEETING:

To be determined (TBD)



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

November 5, 2015
Grace E. Simons Lodge
1025 Elysian Park Drive, Los Angeles, CA 90012

Board Members Present:

Sachi Hamai, Chair, CEO, County of Los Angeles
Cathy Chidester, Director, EMS Agency, County of Los Angeles Department of Health Services
Bill Walker, Fire Chief, City of Alhambra Fire Dept.
Larry Giannone, Chief of Police, City of Sierra Madre Police Dept.
Mark R. Alexander, City Manager, CA Contract Cities Assoc.
Kim Raney, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

Patty Huber, Asst., CAO, alternate for Miguel Santana, CAO, City of Los Angeles
June Gibson, Fire Administrator, alternate for Ralph Terrazas, Fire Chief, City of Los Angeles Fire Dept.
Maggie Goodrich, CIO, alternate for Charles L. Beck, Vice Chair, Chief of Police, Los Angeles Police Dept.
Matias Farfan, Asst., Chief Legislative Analyst, alternate for Sharon Tso, Chief Legislative Analyst, City of Los Angeles
Chris Bundesen, Asst., Fire Chief, alternate for Daryl L. Osby, Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., alternate for Jim McDonnell, Sheriff, Los Angeles County Sheriff's Dept.
Greg Grammer, Asst., City Manager, alternate for Doug Prichard, City Manager, City of Rolling Hills Estates

Officers Present:

Patrick Mallon, LA-RICS Executive Director

Absent:

Steven K. Zipperman, Chief of Police, Los Angeles School Police Dept.



I. CALL TO ORDER

Chair Sachi Hamai called the Regular meeting of the Board to order.

II. ANNOUNCE QUORUM – Roll Call

Chair Hamai acknowledged that a quorum was present and asked for a roll call.

III. APPROVAL OF MINUTES (A)

A. October 1, 2015 – Regular Meeting Minutes

Chair Hamai asked for a motion to approve, Alternate Member Dean Gialamas motioned first, seconded by Alternate Member Chris Bundesen. The Board's consensus was unanimous.

Ayes 13: Hamai, Chidester, Walker, Giannone, Alexander, Raney, Huber, Gibson, Goodrich, Farfan, Bundesen, Gialamas, and Grammer.

MOTION APPROVED.

IV. PUBLIC COMMENTS – (None)

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-D)

B. Director's Report – Pat Mallon

Executive Director Pat Mallon provided an update on the status of the Funding Plan. During the month of October, we received notice that the City of Duarte has exercised its option to withdraw, impacting the funding plan by 0.02% overall. A recap of the impact on the Funding Plan resulting from all cities that have withdrawn is reflected in Agenda Item E. The total impact to the Funding Plan will be adjusted to approximately 12%. We can anticipate additional Opt-Outs during the next three weeks based on the November 24th opt out deadline.

Long Term Evolution (LTE) Project Update

Since the granting of a 90 day Administrative Extension, we have been working with NTIA to assure them of system delivery of a 76 site LTE system by December 31, 2015. Over the Halloween weekend, the County Fire Department undertook a "Beta" test of the system in the West Hollywood area. During the Halloween Carnival, County Fire deployed a Homeland Security vehicle to stream live video via the PSBN to the event command post. The linkage was via Band 14 Public Safety Broadband Network (PSBN) to both the West Hollywood Sheriff and



Los Angeles Police Department (LAPD) Hollywood Stations, then via backhaul to the core at Fire Department Fire Command and Control Facility (FCCF). Incident Commanders were able to benefit from situational awareness via an internet connection through the live PSBN feed. Of interest is that the commercial providers located additional broadband capability for commercial service through Cell on Wheels (COWs). At 5:00 p.m., commercial throughput was measured at 60 MHz/second. By 9:00 p.m., with the building crowd, commercial throughput was reduced to .5 MHz per second, if you were able to connect at all. Commercial service was significantly degraded. But for the Sheriff, there was no impact or degradation to the video feed as it was operating over the PSBN.

We are also working with the Sheriff, County Fire, and the City of Pasadena to have the PSBN operational to support the 2016 Rose Parade. This deployment will include both streaming video and hand held devices deployed with sector supervisors to support situational awareness. We will report on this deployment at your January meeting. At the insistence of the National Telecommunication and Information Administration (NTIA), we are holding off on any consideration of an LTE Phase II enabled by the five year legislative extension until the Phase I system is deployed and operational. The coverage testing associated with system implementation will also provide a logical point to determine coverage gaps so as to maximize the benefit of an LTE Phase II deployment. We are continuing to work with NTIA to obtain approval to pay for the excess equipment ordered before the May suspension. We will be using this very equipment during deployment of Phase II.

LTE Construction Status

Construction of fixed LTE sites was concluded, with 63 sites completed. 13 of the COW have been deployed at 10 SCE sites, 2 at the County of Los Angeles Water Works sites, 1 at the Sheriff's STAR Center. One additional COW is pending deployment at the California Highway Patrol (CHP) station in Woodland Hills. The site use agreement has been executed and placement of the COW is pending completion of outreach to station employees scheduled for three dates, the first being completed on November 2nd, with two more scheduled for the 10th and 18th. Outreach to homes and businesses within 500 feet are also scheduled for November 18th. The last of the 15 COWS will be held as a Deployable and available for response as needed.

California FirstNet Update

The California Office of Emergency Services has scheduled another Town Hall meeting on November 17th to discuss the deployment of the PSBN system in California. If any of you are interested in attending, we will provide all relevant information.



Land Mobile Radio (LMR) Project Status

Executive Director Pat Mallon reported on the LMR environmental status and stated that the discussions with Federal Emergency Management Agency (FEMA) and the City of Los Angeles are continuing relative to the National Environmental Policy Act (NEPA) analysis.

A meeting was held with FEMA on November 4th in their Oakland office to resolve any lingering questions. The draft Programmatic Environmental Assessment should be completed later this month. Concurrently, we are conducting outreach to the federal agencies on whose land we are proposing LMR installations.

LMR System Design

The completion of the base LMR system design is near and Motorola has been instructed to move forward with those activities required for obtaining Federal Communications Commission (FCC) licenses on channels granted to LA-RICS for use by the County.

On October 21st, a meeting of the Oversight Committee was held telephonically to consider a small amendment to the LMR contract to provide additional drawings at 29 sites that are needed during the Site Access Agreement approval process. The Committee approved the \$14,888 increase in the Motorola contract to provide this service.

UASI Requested Draft MOA from Judge Robert Bonner

As previously reported, the Legislative, Finance and Joint Operations/Technical Committees have met to discuss the proposed Memorandum of Agreement (MOA) from Judge Bonner regarding coordination of technical efforts by LA-RICS and ICIS suggested edits to the proposed language have been submitted to Judge Bonner.

C. Project Manager's Report – Pat Mallon

The Jacobs Project Management Report and Motorola Monthly Report are included in your package as Agenda Item C.

D. Grant Status Report – Pat Mallon

There has been no change to the status of grants awarded to LA-RICS since your last meeting. As previously reported, we have sought an answer to the question of supplanting under the Urban Area Security Initiative (UASI) grant program from the Los Angeles City grant administrators. Unfortunately, we are still awaiting an answer from California Governor's Office of Emergency Services (CalOES) and FEMA on this question.



VII. DISCUSSION ITEMS (E-F)

E. Status of Membership Opt-Out and Impact on Funding Plan

The purpose of this discussion item is to update your Board on the number of member agencies that have opted-out of LA-RICS Membership to date, and any corresponding impact on the Adopted Funding Plan. As of the Board agenda filing date, there are no updates to report from that provided at your October 1, 2015, meeting.

Chair Hamai stated there has been some questions concerning the opt-out period and extending the date. At this point the County has indicated that it is not interested in extending the opt-out period. At the last meeting it was clear that we were not going to put this item on as an agenda item, and as such, the Funding Plan will remain as adopted by your Board at the March 2014 meeting. Again, the cost of membership will remain for what was adopted and from the County's perspective the County has been carrying the JPA and LA-RICS. Chair Hamai stated that the County is very interested in whoever remains in the JPA to contribute their portion. The opt-out period will remain November 24, 2015.

Board Member Alexander stated that he has had several communications over the last week with Mr. Mallon and Mr. Geiger. Board Member Alexander stated the concerns he has consist of what was expressed at the Ad Hoc Committee meeting of September 21, 2015, regarding the number of agencies that are opting-out and what can be done for agencies not to opt-out. The Ad Hoc Committee was to take a look at the Funding Plan and explore some alternatives to extend the opt-out date, so that we had the opportunity to do that. Board Member Alexander stated he did not attend the BOD Meeting in October but the report he received back was that the recommendations was not brought to this Board. The reason the recommendations was not brought back to this Board was because the Finance Committee did not agree with the Ad Hoc Committee. The Finance Director for the City of La Canada Flintridge sits on the Finance Committee and stated that no such action was taken. I was informed that County Counsel advised the Ad Hoc Committee recommendation not to be brought to this Board. Board Member Alexander stated he does not recall when this Board made a decision not to extend the opt-out date. Board Member Alexander also stated he is interested in hearing the recommendations from the Ad Hoc Committee and the opt-out date.

Board Member Raney stated he was a member of the Ad Hoc Committee for the last several months and there was are recommendation made to go to the Finance Committee. Board Member Kim Raney was surprised at the last presentation that the there was a final report orally, and felt that this Board is being shielded from that recommendation. The Board should hear what the Ad Hoc Committee has developed.



Chair Hamai stated that Mr. Geiger addressed that issue at the last meeting. Mr. Geiger stated that we did not have another partner to underwrite overages for the potential shortfalls. After we discussed there will be no Alternative Funding Plan the question was raised, "Where will the JPA go from here?" One of the proposals was to continue with the opt-out. However, in prior discussions it was discussed that there are unintended consequences from extending the opt-out. As to the reports to the Finance Committee, there was no Alternative Funding Plan being proposed. Mr. Geiger stated what he presented to the Board in the October meeting is looking at the possibility of a number of alternatives for membership, including continuous participation by subscription or affiliation. One of the viable alternatives for Broadband is participation via a subscription model when the Authority can offer it in the first quarter of 2016, which will involve a rate setting. One of the huge concerns is will someone ride for free, be disadvantaged, or double-dip. In the rate setting process funds that are contributed to the JPA will be created and no one will ride for free; there will be an assessment of the fair share. It will be very important for members to remain participating, so that the regional voice could accurately be represented as members, affiliate, or as subscribers.

Board Member Alexander stated he does not agree with Mr. Geiger's characterization of the Ad Hoc Committee meeting. There are other members at this table that sit on the Ad Hoc Committee and can weigh in on what took place. He asserted that there was consensus to bring back to the Board a reconsideration of the way we are approaching the Funding Plan and to extend the opt-out date so that we have the proper time to do the analysis. Board Member Alexander stated since this is a discussion about opt-out and the impact on the Funding Plan, I would like to point out the perspective of the contract cities the existing Funding Plan does not identify the cost to the Contract Cities. It only identifies one portion, one-third of the cost; the administrative and operational. The LTE and LMR contribution that was to be expected for the contract cities is not identified in the Funding Plan. One of the commitments that we made was that once the Funding Plan was released there will be an opportunity for member agencies to review the Funding Plan to understand and comment on the Funding Plan. Board Member Alexander stated for five years he's been asking for an identification of the cost for the Contract Cities and have been promised that and to this date we do not have it. We have not fulfilled our commitment to all the member agencies within this organization.

Board Member Raney stated he appreciates the work that Mr. Geiger has done on this project but he also disagrees with the characterization, we did have consensus coming out of that meeting. Board Member Raney agrees that the Board is being asked to make decisions and not knowing what those anticipated consequences are. We have heard the term affiliate member and subscription, we have heard it's coming in 2016 but some cities have to make decisions by November 23, 2015, not knowing truly what an affiliate or subscription model is going to be. Board Member Raney realizes that there are complexes that are problematic.



Chair Hamai asked if there were any other questions. Board Member Alexander asked for a Special Meeting to be calendared to evaluate a recommendation to extend out the opt-out date, and to evaluate the recommendation to establish a policy where this Board would accept an opt-out letter by November 24, 2015, from a City Manager or an Executive of an agency without the need to go to governing body, and ratification would occur thereafter.

Chair Hamai asked for roll call. Board Secretary Lara called the roll. Chair Hamai stated motion fails to carry.

Ayes 5: Walker, Giannone, Raney, Grammer, and Alexander

Noes 7: Hamai, Chidester, Huber, Goodrich, Farfan, Bundesen, and Gialamas

Board Member June Gibson unintentionally omitted.

F. Outreach Update

The purpose of this discussion item is to update your Board on the status of outreach pertaining to the Long Term Evolution (LTE) Public Safety Broadband Network (PSBN) project and the Land Mobile Radio (LMR).

VIII. ADMINISTRATIVE MATTERS (G-I)

G. FEDERAL AGENCY REIMBURSEMENT AGREEMENTS

It is recommended that your Board:

1. Find that approval and execution of the Federal Agency Reimbursement Agreements is not a project under Section 15378 (b)(4) and (5) the California Environmental Quality Act (CEQA).
2. Delegate authority to the Executive Director to execute agreements between the Authority and certain federal agencies, in the form required by each respective federal agency, to allow these federal agencies to recover costs associated with processing applications and conducting any environmental analysis that may be required to allow for construction, operation, and maintenance of the LMR System.

Chair Hamai asked for a motion to approve, Board Member Chidester motioned first, seconded by Alternate Member Gialamas. The Board's consensus was unanimous.

Ayes 13: Hamai, Chidester, Walker, Giannone, Alexander, Raney, Huber, Gibson, Goodrich, Farfan, Bundesen, Gialamas, and Grammer.



MOTION APPROVED.

Board Member Alexander asked Executive Director Mallon is there a cost for the JPA. Executive Director Mallon stated yes there is cost and is coverable under the UASI Grant.

H. APPROVE AMENDMENT NO. 14 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Find that the approval and execution of Amendment No. 14 for the reprogramming of UHF frequencies and the purchase of upgraded equipment for Agreement No. LA-RICS 007 is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061 (b)(3), and is also not a project under CEQA pursuant to CEQA Guidelines Sections 15378(b)(2) and 15378(b)(5).
2. Approve Amendment No. 14 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reprogram the UHF frequencies and purchase upgraded equipment for LASD's Station B and the Authority's SOW for use at certain scheduled events, increasing the Maximum Contract Sum by \$64,256, from \$293,575,015 to \$293,639,271.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 14.
4. Delegate authority to the Executive Director to execute Amendment No. 14, in substantially similar form, to the enclosed Amendment.

Chair Hamai asked for a motion to approve, Alternate Member Bundesen motioned first, seconded by Alternate Member Gialamas. The Board's consensus was unanimous.

Ayes 13: Hamai, Chidester, Walker, Giannone, Alexander, Raney, Huber, Gibson, Goodrich, Farfan, Bundesen, Gialamas, and Grammer.

MOTION APPROVED.



I. AGREEMENT FOR FREQUENCY LICENSING COORDINATION SERVICES

It is recommended that your Board:

1. Delegate authority to the Executive Director, or his designee, to execute an Agreement with APCO that will allow APCO to provide frequency licensing coordination services for all the frequencies operating on the Authority's LMR System for a not-to-exceed amount of \$1,000,000, for a term of five (5) years commencing on the Effective Date with three (3) additional one year renewal options. The Agreement shall be approved as to form by Counsel for the Authority.
2. Delegate authority to the Executive Director, or his designee, to renew the Agreement with APCO on an annual, as-needed basis, until either party terminates the Agreement pursuant to Section 4, (Term; Termination for Convenience) of the Agreement, which is enclosed, subject to availability of funds.

Board Member Alexander asked if any funds are needed from the member agencies and Executive Director Mallon stated UASI funds. Board Member Alexander stated given that the Contract Cities do not know what the cost will be in the future he will not vote on any item that will cost a portion to the contract cities.

Chair Hamai asked for a motion to approve, Chair Hamai motioned first, seconded by Board Member Chidester. The Board's consensus was unanimous.

Ayes 13: Hamai, Chidester, Walker, Giannone, Alexander, Raney, Huber, Gibson, Goodrich, Farfan, Bundesen, Gialamas, and Grammer.

MOTION APPROVED.

IX. MISCELLANEOUS – (None)

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

XI. CLOSED SESSION REPORT (NO CLOSED SESSION REPORT)

Item Not Called - Conference with Legal Counsel – Anticipated Litigation (subdivision (d) (2) and (d) (4) of Government Code Section 54956.9) (2 cases)

XIII. ADJOURNMENT and NEXT MEETING:

Chair Hamai announced adjournment of this meeting at 9:34 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, December 3, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.



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.

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. 44

For November, 2015

Submitted November 24, 2015

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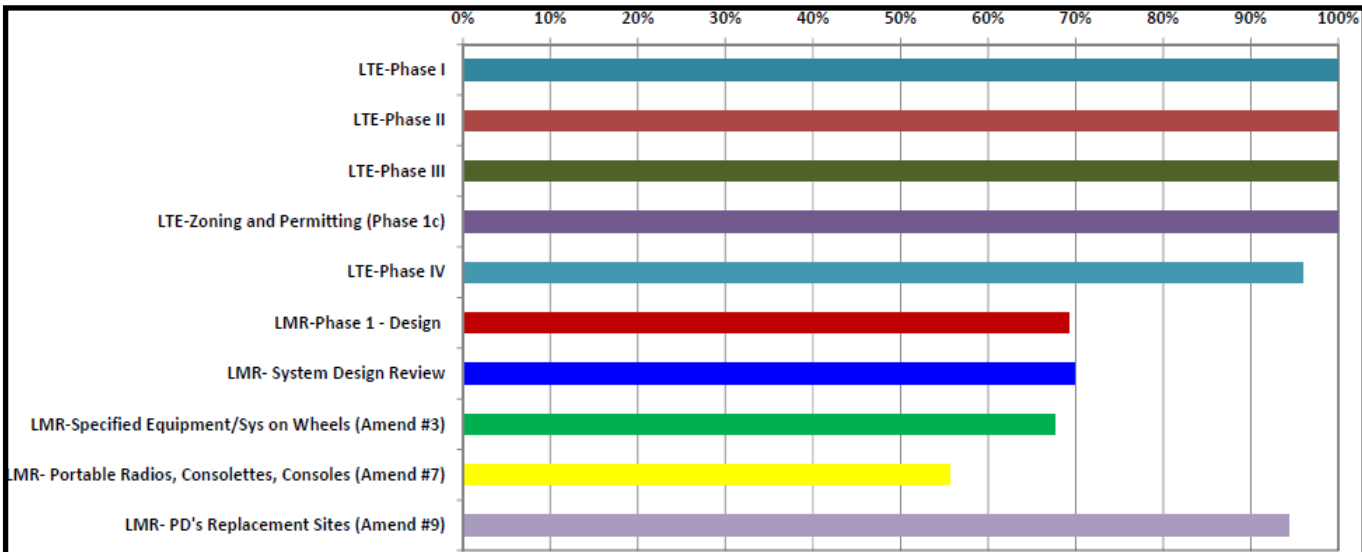
PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
SAFETY	●	NO CHANGE	
QUALITY	●	NO CHANGE	
SCHEDULE	●	CHANGE	TESTING AND PROJECT CLOSE OUT WILL NOT COMPLETE UNTIL JUNE 2016
COST/BUDGET	●	CHANGE	REVISED GRANT AMOUNT FROM NTIA
RISK	●	CHANGE	GRANT CAP RESPONSE AND COMPLETION OF SITES UNDER THE AMENDED PROGRAM
PROJECT STAFFING	●	NO CHANGE	

ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE PHASE I	COMPLETED	AUGUST, 2015
LTE PHASE II	COMPLETED	SEPTEMBER, 2015
LTE PHASE III	SUBSTANTIALLY COMPLETED	SEPTEMBER, 2015
LTE ZONING AND PERMITTING (PHASE 1C)	COMPLETED	SEPTEMBER, 2015
LTE PHASE IV	IN PROGRESS	SEPTEMBER, 2016
LMR PHASE 1 DESIGN	IN PROGRESS	NOVEMBER, 2015
LMR SYSTEM DESIGN	IN PROGRESS	DECEMBER, 2015
LMR SPECIFIED EQUIPMENT/SYS ON WHEELS (AMEN #3)	IN PROGRESS	OCTOBER, 2015
LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7)	IN PROGRESS	NOVEMBER, 2015
LMR PD's REPLACEMENT SITES (AMEND #9)	IN PROGRESS	DECEMBER, 2015

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

December 2015 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	2 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	3 JPA Board Mtg 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	4	5
6	7 1400 – LTE System Design & Site Meeting w/MSI	8 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	9 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	10 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	11	12
13	14 1400 – LTE System Design & Site Meeting w/MSI	15 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	16 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	17 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	18	19
20	21 1400 – LTE System Design & Site Meeting w/MSI	22 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	23 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	24 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	25	26
27	28 1400 – LTE System Design & Site Meeting w/MSI	29 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	30 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	31 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting		

LTE TECHNOLOGY UPDATES

- **LMR/LTE Shared Site Activities**
 - Continued review of all shared LMR/LTE sites
- Routers were purchased for each of the COWS to assist in test and turn up in lieu of the permanent solution for BH
- Issuance of Amendment 13 for the removal of seventy-seven (77) PSBN sites, replacement of one (1) PSBN site, reconciliation of equipment, and various cost changes.
- Ongoing IMS activities
- Weekly LTE Development Meetings as well as Daily calls
- LTE project reports:
 - Weekly Status Report
 - Monthly Status Reports
 - Integrated Master Schedule (IMS)
- PSBN Testing Plan is on going
- eNodeB pod testing was completed and TMR commissioning has commenced and expected to be completed by December 11, 2015
- BH circuit deliverers have been delayed by both VZW and ATT, dates are pushed as far as mid December
- 23/23 MW site installations are complete, 11/12 are path aligned
- Of the 15 COWS outfitted for LTE:
 - 13 are in place - including grounding, antennas, and the fencing where required
 - Power and BH are scheduled for install by the end of the year
- SCE utility designs for each COW are completed
- Commenced negotiation for the MSA with SCE
- Proposed Testing Plan to be completed by December 28, 2015
- The (8) clusters for testing and optimizing have been determined and the first cluster testing has been scheduled to start November 23, 2015

LMR TECHNOLOGY UPDATES

- **LMR/LTE Shared Site Activities**
 - Continued review of all shared 39 LTE/ LMR sites
- Ongoing Working Weekly LMR System Design and Site Documentation meetings
 - 14 of 25 Site drawings reviewed and complete, 11 Site reviews are due this week
- Ongoing Early Deployment engineering
 - Began to develop fleet mapping procedures for Sheriff Test radios
 - Acceptance Test Plans complete
- Completed final review of Motorola Design Deliverables
 - Reviewed with Authority staff and Motorola to document final comments
- Microwave Backhaul design analysis
 - Reviewed paths and reconfigured design to make the design more efficient by using fewer sites and closing local rings
- Ongoing FCC Licensing Meeting
 - Discussion of path forward for all licensing Issues. RFQ for FCC license T-Band frequency sets at all sites
 - 700 MHz planning and submission for additional five frequencies pairs and seeking Letters of Concurrence from current operators
- Ongoing LMR project reports received weekly/ monthly:
 - Weekly Status Report
 - Monthly Status Report
 - Integrated Master Schedule (IMS)
 - Site Analysis and Inclusion of USFS Sites
 - Participated in Joint Operations and Technical Committee meeting

LTE SITES/CIVIL DELIVERABLES

- Continued oversight and quarterly reporting to NTIA
- CHP SAA has been completed and fully executed
- SHPO clearance as well as all outstanding environmental compliance tasks have been cleared for all PSBN sites including the 14 COW's
- Construction for the COW's expected to be completed by late December 2015
- Special Events planning are in its initial stages for The Rose Parade
 - A weekly meeting has been scheduled and individuals have been tasked with providing research for applications and logistics
- Of the 15 COWS, 13 are in place including grounding, antennas, and fencing when required (1-CHPWVLLY not yet delivered & 1-COW not assigned)
- The addition of CHP site CHPWVLLY brings the count to 14 COW's mobilized to their site respected locations
- Ongoing weekly meetings for power delivery with utility companies
- Outreach being performed at CHP station in 3 sessions with the last session being held on November 18, 2015

LMR SITES/CIVIL DELIVERABLES

- Attended teleconferences with LA City Mayor's Office Staff, AECOM, and FEMA personnel to discuss NEPA approach for completing the PEA
- Jacobs attended an in person meeting with AECOM and FEMA in Oakland to discuss the PEA on November 4, 2015
- Jacobs submitted a Revised PEA land use to the City for AECOM review on November 13, 2015
- Continued FCC 620/621 preparation for LMR sites
- Continued preparation of the Biological Assessment
- Continued revision of the EIR
- Jacobs attended site design walks at 2 sites (Olinda and Puente Hills)

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016											
							F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N		
Total		04-Feb-14 A	27-Jun-16	74.03%	154	34	[Gantt bars for Total]																																			
LA_City		04-Mar-14 A	18-Mar-16	83.72%	84	104	[Gantt bars for LA_City]																																			
LA.LAPD077		12-Mar-14 A	08-Dec-15	96.53%	15	173	[Gantt bar for LA.LAPD077]																																			
LA.LAPDDVN		12-Mar-14 A	13-Jan-16	92.73%	33	150	[Gantt bar for LA.LAPDDVN]																																			
LA.LAPDFTH		12-Mar-14 A	04-Dec-15	97.08%	13	175	[Gantt bar for LA.LAPDFTH]																																			
LA.LAPDHLB		04-Mar-14 A	30-Dec-15	93.71%	29	159	[Gantt bar for LA.LAPDHLB]																																			
LA.LAPDHWD		12-Mar-14 A	04-Dec-15	96.98%	13	175	[Gantt bar for LA.LAPDHWD]																																			
LA.LAPDMIS		12-Mar-14 A	23-Dec-15	94.25%	26	162	[Gantt bar for LA.LAPDMIS]																																			
LA.LAPDNED		12-Mar-14 A	18-Mar-16	83.23%	84	-148	[Gantt bar for LA.LAPDNED]																																			
LA.LAPDNHD		12-Mar-14 A	04-Dec-15	96.98%	13	175	[Gantt bar for LA.LAPDNHD]																																			
LA.LAPDNWT		12-Mar-14 A	07-Dec-15	96.77%	14	174	[Gantt bar for LA.LAPDNWT]																																			
LA.LAPDOLY		10-Mar-14 A	09-Dec-15	96.4%	16	172	[Gantt bar for LA.LAPDOLY]																																			
LA.LAPDPAC		12-Mar-14 A	23-Dec-15	94.14%	26	162	[Gantt bar for LA.LAPDPAC]																																			
LA.LAPDRAM		12-Mar-14 A	04-Dec-15	96.99%	13	175	[Gantt bar for LA.LAPDRAM]																																			
LA.LAPDTOP		12-Mar-14 A	04-Dec-15	96.97%	13	175	[Gantt bar for LA.LAPDTOP]																																			
LA.LAPDVNS		12-Mar-14 A	07-Dec-15	96.75%	14	174	[Gantt bar for LA.LAPDVNS]																																			
LA.LAPDWIL		12-Mar-14 A	02-Dec-15	97.44%	11	177	[Gantt bar for LA.LAPDWIL]																																			
LA.LAPDWLA		12-Mar-14 A	03-Dec-15	97.25%	12	176	[Gantt bar for LA.LAPDWLA]																																			
LA.LAPDWVD		12-Mar-14 A	04-Dec-15	96.97%	13	175	[Gantt bar for LA.LAPDWVD]																																			
LA.LAPP001		12-Mar-14 A	05-Jan-16	89.54%	32	156	[Gantt bar for LA.LAPP001]																																			
LA.LDWP243		12-Mar-14 A	13-Jan-16	90.33%	38	150	[Gantt bar for LA.LDWP243]																																			
LA.SEP		12-Mar-14 A	04-Dec-15	96.98%	13	175	[Gantt bar for LA.SEP]																																			
LA.SWP		12-Mar-14 A	14-Jan-16	91.31%	39	149	[Gantt bar for LA.SWP]																																			
LA.VPC		12-Mar-14 A	04-Dec-15	96.47%	13	175	[Gantt bar for LA.VPC]																																			
LA_County		21-Feb-14 A	29-Jan-16	89.96%	49	139	[Gantt bars for LA_County]																																			
LA.BMT		12-Mar-14 A	28-Dec-15	94.16%	24	161	[Gantt bar for LA.BMT]																																			
LA.CCT		12-Mar-14 A	06-Jan-16	92.53%	29	155	[Gantt bar for LA.CCT]																																			
LA.CEN		12-Mar-14 A	12-Jan-16	89.02%	37	151	[Gantt bar for LA.CEN]																																			
LA.FCCF		12-Mar-14 A	03-Dec-15	96%	12	176	[Gantt bar for LA.FCCF]																																			
LA.LACHAR		12-Mar-14 A	09-Dec-15	96.3%	16	172	[Gantt bar for LA.LACHAR]																																			
LA.LACOLV		12-Mar-14 A	04-Dec-15	96.73%	13	175	[Gantt bar for LA.LACOLV]																																			
LA.LACUSC		12-Mar-14 A	29-Jan-16	89.64%	49	139	[Gantt bar for LA.LACUSC]																																			
LA.LAN		12-Mar-14 A	04-Dec-15	97.03%	13	175	[Gantt bar for LA.LAN]																																			
LA.LASDALD		12-Mar-14 A	02-Dec-15	97.22%	11	177	[Gantt bar for LA.LASDALD]																																			
LA.LASDCSN		12-Mar-14 A	12-Jan-16	91.83%	37	151	[Gantt bar for LA.LASDCSN]																																			
LA.LASDIDT		12-Mar-14 A	03-Dec-15	97.23%	12	176	[Gantt bar for LA.LASDIDT]																																			
LA.LASDLKD		12-Mar-14 A	30-Dec-15	93.97%	27	159	[Gantt bar for LA.LASDLKD]																																			
LA.LASDLNX		12-Mar-14 A	14-Jan-16	91.31%	39	149	[Gantt bar for LA.LASDLNX]																																			
LA.LASDNCC		12-Mar-14 A	08-Dec-15	96.58%	15	173	[Gantt bar for LA.LASDNCC]																																			
LA.LASDNWK		12-Mar-14 A	19-Jan-16	91.09%	41	147	[Gantt bar for LA.LASDNWK]																																			
LA.LASDPRV		12-Mar-14 A	09-Dec-15	96.32%	16	172	[Gantt bar for LA.LASDPRV]																																			

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016											
							F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N		
LA.LASDSCV		12-Mar-14 A	04-Dec-15	97.02%	13	175																																				
LA.LASDSDM		21-Feb-14 A	19-Jan-16	91.46%	41	147																																				
LA.LASDTEM		12-Mar-14 A	29-Dec-15	93.76%	28	160																																				
LA.LHS		12-Mar-14 A	15-Jan-16	91.17%	40	148																																				
LA.MLM		12-Mar-14 A	28-Dec-15	94.65%	22	161																																				
LA.ONK		12-Mar-14 A	15-Jan-16	89.87%	40	148																																				
LA.PHN		12-Mar-14 A	07-Jan-16	91.87%	34	154																																				
LA.PLM		12-Mar-14 A	07-Jan-16	92.58%	34	154																																				
LA.RANCHO		12-Mar-14 A	08-Dec-15	96.24%	15	173																																				
LA.SLA		12-Mar-14 A	02-Dec-15	97.45%	11	177																																				
LA.WAL		12-Mar-14 A	30-Dec-15	93.99%	27	159																																				
LA.WHD		12-Mar-14 A	29-Dec-15	94.1%	26	160																																				
Independent Cities		04-Feb-14 A	11-Jan-16	92.27%	36	152																																				
LA.ARCPD01		04-Feb-14 A	25-Nov-15	98.18%	7	181																																				
LA.AZPD001		12-Mar-14 A	14-Dec-15	95.5%	19	169																																				
LA.CLM		12-Mar-14 A	22-Dec-15	94.25%	25	163																																				
LA.CPTFD04		12-Mar-14 A	11-Dec-15	95.38%	18	170																																				
LA.ELMNTPD		12-Mar-14 A	11-Jan-16	92.72%	30	152																																				
LA.FS5		12-Mar-14 A	04-Jan-16	93.27%	29	157																																				
LA.GARD001		12-Mar-14 A	11-Jan-16	91.59%	35	152																																				
LA.LBFD012N		12-Mar-14 A	05-Jan-16	93.07%	32	156																																				
LA.LBPDHQ		12-Mar-14 A	04-Jan-16	93.4%	28	157																																				
LA.PASA001		12-Mar-14 A	08-Jan-16	91.96%	32	153																																				
LA.PASDNPD		12-Mar-14 A	08-Jan-16	91.03%	35	153																																				
LA.VEFD001		12-Mar-14 A	04-Dec-15	96.74%	13	175																																				
LA.VEFD003		12-Mar-14 A	30-Nov-15	97.71%	9	179																																				
No LA-RICS Jurisdiction [O]		01-Sep-14 A	27-Jun-16	66.15%	154	34																																				
LA.ARCPD01		02-Jul-15 A	02-Jul-15 A	0%	0																																					
LA.Prjt Closeout		01-Oct-15 A	27-Jun-16	63.79%	63	34																																				
LA.SI		01-Sep-14 A	20-Jun-16	66.89%	149	38																																				
LA.Sys Op_Test		16-Jun-16	16-Jun-16	0%	0	34																																				
LA.Warranty		01-Oct-15 A	01-Oct-15 A	0%	0																																					

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2013		2014				2015				2016				2017				2018				2019
							Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
LA-RICS MSI LMR Integrated Master Schedule (IMS) Replan							g-13 A	■																					
Phase 1 - LMR System Design							g-13 A	■																					
Phase 1 - LMR System Design							g-13 A	■																					
Project Management Plan							ep-13 A	■																					
LA-RICS Deliverables								■																					
LA-RICS Provides Access to Core Sites							ep-13 A	■																					
Early Shipment							ep-13 A	■																					
Amendment 3 - Specified Equipment Shipment and System on Wheels							20-Dec-13 A	■																					
Amendment 4 - Station B Equipment							20-Dec-13 A	■																					
Integration of SOW and STB								■																					
Amendment 5 - VDC Core 2 Deployment								■																					
Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles							07-May-14 A	■																					
Amendment 8 - Portable Radios and Radio Accessories								■																					
Project Description Preparation							ep-13 A	■																					
Amendment 9 - Project Descriptions for 26 potential replacement sites							26-Nov-14 A	■																					
Environmental Review							15-Jul-14 A	■																					
Design Review							09-Oct-13 A	■																					
Phase 1a - Licensing Process							23-Mar-15	■																					
Phase 1a - Licensing Process							23-Mar-15	■																					
LMR_1547	License Preparation	23-Mar-15	01-Jul-15	0%	72	297		■																					
LMR_1549	B.1.6 FCC License and Application Forms - FCC Licenses Granted		02-Jul-15	0%	0	298		◆ 02-Jul-15																					
LMR_1548	FCC Licensing Processing	02-Jul-15	02-Jul-15*	0%	0	297		02-Jul-15 02-Jul-15*																					
Phase 1b - Submit Required Permits & Approvals							05-Oct-15	■																					
Zoning Permit							05-Oct-15	■																					
Building Permits							26-Oct-15	■																					
Receive Permit Approvals							10-Nov-15	■																					
Phase 2 - Site Construction and Site Modification							28-Sep-15	■																					
Phase 2 - Site Construction and Site Modification							02-Oct-15	■																					
LMR_1856	Notice to Proceed Phase 2 Received for Sites		02-Oct-15*	0%	0	-199		◆ 02-Oct-15*																					
LMR_1855	Notice to Proceed Phase 2 Received for Materials		02-Oct-15	0%	0	-229		◆ 02-Oct-15																					
Notice to Proceed Phase 2 for Sites (Broken out by Site #)							28-Sep-15	■																					
Site Construction Materails							05-Oct-15	■																					
Site Build / Modiifcations							18-Nov-15	■																					
Phase 3 - Supply LMR System Components							02-Jul-15	■																					
Phase 3 - Supply LMR System Components							02-Jul-15	■																					
LMR_6800	B.3.9 System Management and Monitoring Subsystem	20-Apr-16	20-Apr-16	0%	1	486		20-Apr-16 20-Apr-16																					
LMR_6425	B.1.6 FCC Licensing	02-Jul-15	02-Jul-15	0%	1	297		02-Jul-15 02-Jul-15																					
LMR_3893	Notice to Proceed Phase 3		24-Nov-15*	0%	0	-256		◆ 24-Nov-15*																					
Manufacturing / Staging / Site Development and Test							25-Nov-15	■																					
Phase 4 - LMR System Implementation							23-Mar-15	■																					
Phase 4 - LMR System Implementation							20-Apr-16	■																					



LA RICS LMR Summary Schedule

Data Date 21-Mar-15
Page 2 of 2

■ Summary Actual Work
 ■ Non Critical Remaining Work
 ■ Critical Remainin...
■ Actual Work
 ■ Summary Critical Remaining
 ◆ Milestone

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2013		2014				2015				2016				2017				2018				2019				
							Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2		
LMR_6805	B.4.1.1.1.7 System Management and Monitoring Subsystem		20-Apr-16	0%	0	486											◆	20-Apr-16															
LMR_3921	Notice to Proceed Phase 4		09-May-16*	0%	0	-230											◆	09-May-16*															
	RF Emission Safety Report	23-Mar-15	31-Aug-15	0%	114	646																											
	Implementation & Testing	11-Feb-16	16-Mar-18	0%	531	-256																											
	Warranty - 12 months	19-Mar-18	18-Mar-19	0%	261	-256																											
	Phase 5 - LMR System Maintenance	18-Mar-19	18-Mar-19	0%	0	-256																										18-Mar-19	
	Phase 5 - LMR System Maintenance	18-Mar-19	18-Mar-19	0%	0	-256																										18-Mar-19	



Monthly Report #27

Reporting Period: 10/19/15 thru 11/14/15

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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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 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 13 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” and Bridge Warrant for Early and Specified Equipment. The Board approved Amendment 14 at the last board meeting to conduct retuning services for the UHF base stations in the Station on Wheels (SOW).

Motorola and the Authority continue working with the United States Forrest Service (USFS) to explore the possibility of using USFS sites to enhance coverage in the Angeles National Forest.

This month’s report for the LA-RICS LMR program covers the reporting period from **10/19/15** through **11/14/15**. As of this reporting period Phase 1 LMR System Design is 69% complete. Associated Phase 1 tasks include A&E, Frequency Coordination (continues after final site confirmation), Site Access Agreements and Environmental Review which are currently in progress. These tasks are separate from the RF system design tasks. Once the Site Access Agreements and the Environmental Impact Report (EIR) process are complete, there will be a true up of the actual final site configuration and schedule for the LMR system. The primary Phase 1 activities for this period include:

LMR Design Review (97% Complete)






The LMR System Design is a compilation of documents that will define the architecture, functionality and performance of all of the subsystems that make up the LMR system. It includes all aspects of the system including performance criteria, reliability levels and testing procedures. System Design activities for this period included frequency identification and planning, evaluation of site parameter changes, development of subsystem architecture, and submittal of revised drafts sections of subsystem functional operations. A final set of site parameters was selected to complete the coverage design process. Motorola delivered the updated design documents which the Authority has approved. Discussions have occurred with the City of Los Angeles City as to how their needs can best be met within the LA-RICS system. Construction drawing activities started this period for the sites identified by the Authority project staff. The first site walk was conducted at FCCF to confirm the process for future site visits. The Authority to provide a schedule to walk the next 24 sites when it has secured permission from the applicable site owners.

- **Test Plan Development (100% Complete)**
Acceptance Test Plans are a part of the LMR System Design deliverable. The test plans outline the test criteria and procedures that will be conducted during the implementation phase. The test plans are designed to demonstrate system functionality and system requirements. The test plans were delivered along with the LMR System Design documents. As part of the LMR System

Design review process the Test Plans will be updated upon receipt of the comments from the Authority.

- LA-RICS Deliverables - Authority Site Access Agreements
 Authority’s efforts to develop and execute the applicable Site Access Agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system’s core switching network. Even though no agreements have been executed the Authority has made continued progress with the Member Agencies to finalize Site Access Agreements. With the change of this activity from a task to a milestone it is no longer measuring progress and therefore we only show 0% or 100% complete for each Site Agreement.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			EIR milestones are under review for determination of schedule impact.
Quality			No quality issues to report
Risk			Risk items have been identified regarding; Spectrum, Site Access Agreements, and Site Conditions. FEMA has suggested an Environmental Process that has impacted the overall schedule.
Scope			Potential scope impacts. T.B.D. as project progresses
Budget			Potential budget impact due to environmental delay is to be determined.

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
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	In Process
NEPA FONSI	In Process
CEQA Notice of Determination	In Process
Project Descriptions	
Develop 3 Additional Project Descriptions (2of 3 Completed)	In Process
A & E and Zoning	
Construction Drawings for Lease Exhibits and Zoning Packages	In Process

2.2 Tasks Planned for Next Period (11/17/15 thru 12/19/15)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Going
Prepare Preliminary Draft EHP/NEPA Form	On Going
Prepare EIR	On Going
Project Descriptions	
Develop 1 Additional Project Descriptions (Agoura Hills)	On Going
Start Development of A&E Drawings for Selected Sites	On Going
A & E and Zoning	
Construction Drawings for Lease Exhibits and Zoning Packages	On Going

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
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
CEQA Exemption Applicability & Eligibility Screening & Assessment	On Going
Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination	On Going
Lead Agency CEQA Determination	On Going
Consult Federal Agency and Prepare Draft NEPA Document	On Going
Prepare NEPA Document	On Going
Submit Final EHP & NEPA Document	On Going
Federal Lead Agency NEPA Determination	On Going
Complete Remaining Project Description of the 26 Potential Sites (Simpson Building)	On Plan to Finish
Complete 3 Additional Project Descriptions Review	On Plan to Finish
Phase 1b Submit Required Permits and Approvals	
See Environmental Review & Documentation tasks above	On Going
A & E Activities	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Conduct Construction Drawing Site Walks	On Going

Activity Name	Start
Review and Approve Construction Drawings for Lease Exhibits and Zoning Packages	On Going

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Condition Changes	Authority	High	Site condition differences from RFP to current condition may impact ability to implement planned installations and delay or require changes to LMR design (e.g. coverage, backhaul, etc.) Changes in the LTE project and sites that have dropped due to availability have had an impact on the LMR at planned shared and or co-located sites. Evaluation of these impacts are under review.	Active
Environmental Process	Authority	High	The individual or collective determination of environmental impacts or mitigations may impact site work or even site viability. Environmental review process is impacting project implementation schedule.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Spectrum Availability, 700 MHz	Authority	High	Lack of frequencies may impact coverage and/or site viability, necessitating design changes.	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
02-01	Early Construction of Some Sites	Recent predictions on environmental approval process are pushing expedited construction into Q1 2016.
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 at some of the sites may impact the coverage.
05-01	Impacts of filing Environmental Impact Report	MSI incorporated the EIR milestones into the project schedule which impacted the start of construction into 2016. MSI and Authority to continue with project

		schedule impact analysis to pull in project activities to improve revised project plan.
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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
LMR schedule delay due to Environmental Approvals	Authority has asked MSI to submit potential delay cost for review.	TBD

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 (Phase 1)	\$ 41,784,492
Cumulative Invoice Payments from Last Report	\$ 36,351,250
Total Invoice Payments This Period	\$ 31,520
Remaining Amount to be Paid	\$ 5,401,722

7. LA-RICS Master Schedule

An executive view depicting the status of the primary activities:

The project schedule for this report remains unchanged. Upon completion of the Environmental Impact Report and a revised site list for the system has been determined Motorola will develop a revised project schedule for the remaining site design tasks in Phase 1 and all of the tasks in Phases 2 through 4.

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Monthly Report - #21

Reporting Period: 10/19/15 thru 11/14/15

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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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 3rd, 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.

This report covers the period from 10/19/15 to 11/14/15

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			NTIA has mandated a new deadline of 12/31/2015 for system operation and testing. Current proposed schedule for completion of all PSBN work is June of 2016.
Quality			Generator parts shortage due to manufacture union strike. MPLS Router settings need verification at each site.
Risk			To achieve the new NTIA deadline, modifications will be required on applicable remaining Phase 4 implementation activities.
Scope			The contract has been amended to account for the remaining site tower and location changes. Modification of applicable Phase 4 activities will be required.
Budget			Motorola and the Authority are currently negotiating settlement of submitted claims. The elimination of several PSBN Sites has resulted in excess equipment that may the project budget.

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
LA-RICS Deliverables	
Provide Access to EPC and RAN Sites	As Needed
System Design Activities	
Site Network Re-Design due to Site Changes	Completed
Backhaul Re-Design due to Site Changes	Completed
Network Management System Design Update With Comments	In Progress
Cell on Wheels (COW) Design Activities due to Changes	Complete
Site Construction & Site Modification (Phase 2)	
Finalize Activities beyond Substantial Construction Complete	In Progress
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test Station (eNB)	In Progress
LTE Station (eNB), Battery Backup & Telecommunications (TMR) Cabinet Installation	Completed
Submit Closeout documents & as-built drawings	In Progress
Site Commissioning	Started

2.2 Tasks Planned for Next Period (11/16/15 thru 12/19/15)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	In Process
Construction Inspections	In Process
Zoning and Permitting	
Cell on Wheels (COW) Permit Activities	In Process
Construction Drawings due to scope changes	Complete
Site Construction and Site Modification (Phase 2)	
Final Electrical Hook up	In Progress
System Implementation (Phase 4)	
LTE EPC Install, Configuration, Testing (<u>Potential Reconfiguration</u>)	As Needed
Redundant EPC (Additive Alternate #2) (<u>Removal</u>)	ON HOLD
Microwave sites equipment installation	Completed
Site Commissioning	In Progress
Cluster Tuning	Start

Activity Name	Planned Status
Submit Closeout documents & as-built drawings	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
LA-RICS Deliverables	
Provide Access to Sites	On Plan to Finish
System Design Activities	
Review Submitted Changes to System Design & Backhaul Design	On Plan to Finish
Acceptance Test Plan	
Revised ATP Review and Approvals	On Plan to Finish
Site Construction and Site Modification (Phase 2)	
Site Inspections	On Plan to Finish
System Implementation (Phase 4)	
EPC & Network Management Installation Testing (<u>Potential Reconfiguration</u>)	As needed
PSBN Site Equipment Inspections	As needed
PSBN Training	In Process
PSBN Tuning and Testing	In Process
PSBN Coverage Testing	In Process
PSBN As-Built Documentation Review	In Process

3. Project Risk Register

For this monthly report, the following items are at risk.

Title	Assigned	Impact	Risk Description	Status
Equipment Order NTPs	LA-RICS	High	NTP for core spare equipment	Requires NTP for remaining units
Change Order Claims	LA-RICS	High	Multiple change requests are under review	Submitted claims currently under review.
Generator Commissioning	MSI	Med	Parts shortage due to union worker strike	Working with suppliers to source parts
TMR	MSI	Med	Throughput at multiple sites is	Troubleshooting

Commissioning			lower than expected	each link as issue is identified
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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
06-01	Fiber Connectivity	Began the ordering process for leased fiber circuits for applicable sites. Timeline for delivery for site testing is at risk for longer lead sites. Attempting to expedite lines with carriers.
10-01	Inadequate Commercial Power at Sites	A few sites still require final commercial power hook up. All sites will have final power in December.
21-01	LACUSC installation issues are delaying completing this site.	OSHPD & Authority are working to resolve.
21-02	10 COW Sites have delayed Power and Backhaul	Authority is working with SCE. Bringing power and fiber to the 10 SCE COWs is SCE responsibility.

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
Changes and Claims	All current change requests and claims which have been submitted to the Authority are under review for settlement.	Resolution is in Process

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 14.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 91,771,405
Cumulative Invoice Payments from Last Report	(\$ 37,610,347)
Total Invoice Payments This Period	(\$ 245,000)
Remaining Amount to be Paid	\$ 53,916,058

7. LA-RICS PSBN Project Schedule

The Suspension Order and subsequent Corrective Action Plan (CAP) required the project schedule re-planning efforts to start over with a revised site list, revised scope, and remobilization start dates. In response to the CAP, Motorola presented a new schedule update on May 7, 2015, reflecting the revised scope and remobilization. Since May 7th, Motorola has provided weekly schedule updates. Final Documentation, Testing, Punchlist Resolution, and Training are scheduled to be completed during the warranty period ending September 2016. 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)



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
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<http://www.la-rics.org>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

To: LA-RICS Authority Board of Directors

From: Patrick J. Mallon 
Executive Director

STATUS OF MEMBERSHIP

The purpose of this discussion item is to update your Board on the remaining LA-RICS members and corresponding impact on the Adopted Funding Plan.

To allow for further discussion, the enclosed documents provide information relative to the remaining members and their cost factors as well as a Coverage Map that illustrates the member area served.

PJM:SOC:jh

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Enclosures

AGENDA ITEM E

LA-RICS Member Agencies

Agencies	Percentage / Cost Factor Same % from the 10/8/2015 Version of The Funding Plan
Avalon	0.06%
Azusa	0.33%
Cerritos	0.21%
Claremont	0.34%
Compton	0.56%
Covina	0.31%
Glendora	0.42%
Hawaiian Gardens	0.05%
Inglewood	0.61%
Irwindale	0.14%
La Puente	0.14%
La Verne	0.34%
Lynwood	0.23%
Maywood	0.08%
Paramount	0.19%
Pasadena	1.26%
Ranchos Palos Verdes	0.23%
San Fernando	0.14%
Sierra Madre	0.12%

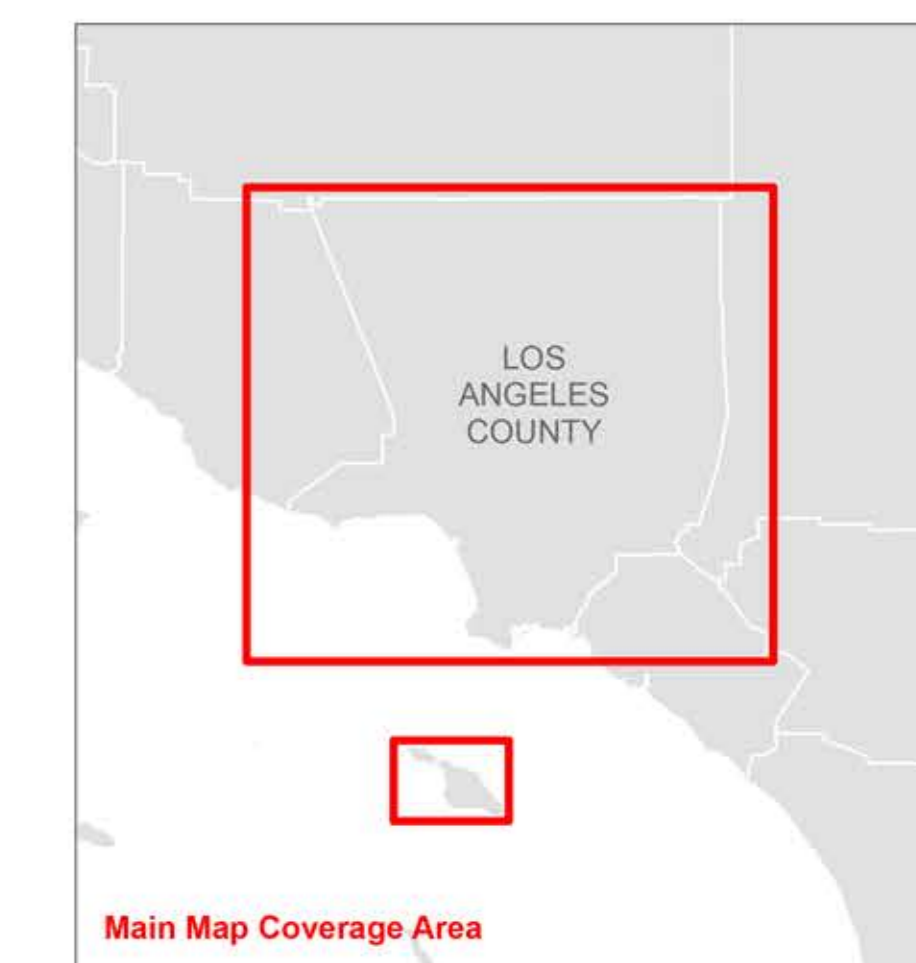
AGENDA ITEM E - ENCLOSURE

Agencies	Percentage / Cost Factor Same % from the 10/8/2015 Version of The Funding Plan
Signal Hill	0.08%
West Covina	0.95%
County of Los Angeles	47.21%
Inglewood Unified School District	0.03%
UCLA	0.14%
NON-MEMBER CITIES	
Cudahy	0.08%
Diamond Bar	0.29%
La Habra	0.11%
Lomita	0.07%
Malibu	0.20%
Rolling Hills	0.03%
West Hollywood	0.12%

AGENDA ITEM E - ENCLOSURE



Los Angeles Regional Interoperable Communications System (LA-RICS) Membership



VENTURA COUNTY

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

ORANGE COUNTY

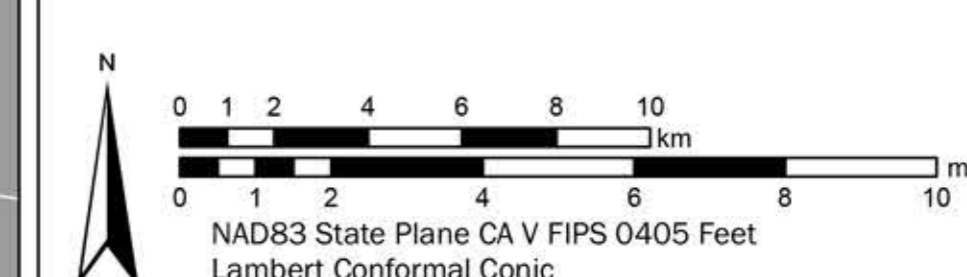
PACIFIC OCEAN

LASD Jurisdictional Waters



- LA-RICS MEMBERS**
 - County of Los Angeles
 - LA-RICS Contract & Member Cities
- OTHER CITY BOUNDARY**
 - City Boundary
- COUNTY FACILITIES**
 - Hospitals
 - Courthouses
- BEACHES & HARBORS**
 - Beach
- SHERIFF PROVIDED SERVICES FOR RAIL**
 - Blue Line
 - Expo Line
 - Gold Line
 - Green Line
 - Orange Line
 - Purple Line
 - Red Line
 - Other City*

* The "Other City Boundary" section of the map will receive County services and LMR coverage, despite certain agencies opting out of the LA-RICS Authority due to the County of Los Angeles and other LA-RICS Members' requirement to provide services via Automatic Aid, Mutual Aid and/or other agreements within the region, including but not limited to: area hospitals, courthouses, County parks, metro railroads and bus lines, metro stations, community colleges, as well as work performed via multi-jurisdictional task forces with local, state and federal agencies.



Data Sources: All geographic data from the County of Los Angeles eGIS Repository. All rights reserved.

Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



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PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

To: LA-RICS Authority Board of Directors

From: Patrick J. Mallon
Executive Director

REPLACEMENT OF OVERSIGHT COMMITTEE MEMBER

The Los Angeles Regional Interoperable Communications System (LA-RICS) Oversight Committee was established by your Board in September, 2013, to monitor change orders, amendments, completion of Tasks, Subtasks, Deliverables and Milestones, or any deviation thereof, as it relates to the Land Mobile Radio (LMR) and Long Term Evolution (LTE) contracts. Given the change in membership as a result of the opt-out period, a seat on the Oversight Committee is now available. The committee member representing the City of Los Angeles is no longer available to serve based on the fact that the City of Los Angeles is no longer a member of the Authority.

It is recommended that the Chair of the Board fill the Oversight Committee seat, for the purpose of continued monitoring of change orders, amendments, completion of Tasks, Subtasks, Deliverables and Milestones, or any deviation thereof, as it relates to the LMR and LTE contracts. The replacement member should not be someone representing the County or the Contract Cities, who currently already serve on the Oversight Committee.

Members who are interested in serving on the Oversight Committee should notify the Chair.

PJM:WST:pl

AGENDA ITEM F



**LOS ANGELES REGIONAL INTEROPERABLE
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PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

To: LA-RICS Authority Board of Directors

From: Patrick J. Mallon
Executive Director 

OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach pertaining to the Land Mobile Radio (LMR).

Stakeholder outreach continues to involve support for the LMR EIR public hearing period on the draft EIR, the continued planning and initiation of the first round of stakeholder meetings, and the continued development and distribution for the bi-monthly ongoing communications newsletter.

Ongoing activities include weekly outreach status meetings, site access agreement meetings, design meetings, and other related activities in support of executing stakeholder outreach.

Site Access Agreements (SAAs) include bi-weekly meetings with LA County CEO RED for LA County SAAs, support and coordination of SAAs for non-county owned/operated sites, participation in bi-weekly SAA status discussions as well as community outreach/public relations activities in support of obtaining site access agreements with member and non-member owned sites.

The following table represents Outreach Communication Presentations conducted since your last outreach update:

LA-RICS OUTREACH COMMUNICATIONS MATRIX	
Municipality	Presentation Date
<i>City of Monterey Park</i>	November 12, 2015
<i>City of Signal Hill</i>	November 17, 2015
<i>City of Agoura Hills</i>	November 24, 2015
<i>City of Malibu</i>	December 2, 2015
<i>City of Whittier Police Department</i>	December 3, 2015
<i>City of Claremont</i>	December 9, 2015

The purpose of the stakeholder outreach meetings is to provide an update on LA-RICS, re-introduce LMR, and provide updates on CEQA & NEPA, SAAs, the funding plan, and the construction notification process. The goal of the outreach team is to meet with the City Manager, Fire and Police Personnel, and/or representatives from Planning Departments or information offices of the jurisdictions. The outreach team works to match a representative from LA-RICS with each of the personnel from the jurisdictions.

In addition to meeting with personnel from the jurisdictions in which the LA-RICS sites will be located, the LA-RICS outreach team will also be meeting with the parcel owners of the sites to provide them with information about the LMR project.

The outreach team also revised the stakeholder outreach PowerPoint presentation and customized it for each city.

The outreach team conducted door-to-door outreach to residents within 500 feet of the Monte Vista Star Center in Whittier on December 10, 2015. The team spoke with approximately 15 residents and disseminated fact sheets to 40 homes in the community. Most residents were aware of the proposed LMR installation and appreciated the outreach in the community. Some residents had received information that the existing tower would be moved to another area. A resident voiced concerns about the existing tower interfering with cell signal strength. Another resident echoed

his concerns about the tower interference. Our LMR Project Manager contacted the resident and provided him with a contact person at the Sheriff Department that could assist him with his interference concerns in regards to the existing tower. The other resident did not want to provide his contact information.

The outreach team distributed a new e-blast newsletter called the "LA-RICS Dispatch," which was emailed to all interested stakeholders via email on November 4th. The LA-RICS Dispatch contained 4 short articles about the LA-RICS project, including stories on the draft LMR EIR, the completion of LTE construction, LA-RICS funding plan membership options, and introducing recipients to the new LA-RICS support video by Los Angeles County Sheriff Jim McDonnell. The team also continued to refine the email distribution list during this period. The team has initiated the planning of the next newsletter which will be distributed in January 2016. Additionally during this time period, the outreach team finalized the LMR project fact sheet.

Lastly, the outreach team developed new project materials for LMR outreach. The team created a new LMR fact sheet, which will be used as a general fact sheet on LMR for interested parties and stakeholders. The team also created a new construction notification fact sheet, which will be used during door-to-door outreach in the construction phase of the project.

PJM:WST:pl



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PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

ELECTIONS OF CHAIRPERSON AND VICE-CHAIRPERSON

In light of the recent changes in Authority membership and Board composition following the November 24, 2015, opt-out date, the Board should consider whether to take action to elect a new Chair and Vice-Chair of the JPA. Any Chair and Vice-Chair that would be elected, if any, would not assume this role until December 18, 2015, the day after this Special Board Meeting.

As required in the JPA Agreement under Article 3, Section 1.01, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors. The Chairperson shall sign all contracts on behalf of the Authority (unless delegated to the Executive Director), and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson can sign contracts (unless delegated to the Executive Director) and perform all of the Chairperson's duties. Your Board should consider and vote on nominations for a Chairperson and Vice-Chairperson.

Your Board should consider and vote on nominations for a Chairperson and Vice-Chairperson.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Patrick J. Mallon", written in a cursive style.

PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:WST:pl

c: Counsel to the Authority

AGENDA ITEM H



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

ELECTIONS FOR AT-LARGE BOARD MEMBERS

RECOMMENDED ACTION

It is recommended that your Board set March 3, 2016 for mail-in-ballot elections of the three (3) At-Large Director and four (4) Alternate Director seats. If the seats are uncontested, the Board can appoint the members at the January or February 2016 Board meetings. The Board should note that only member agencies of the Authority are eligible to vote for the At-Large Director seats and to hold such seats.

BACKGROUND

In light of the recent changes in member agency status and Board composition as a result of the November 24, 2015 opt-out period, there are three (3) At-Large Director and four (4) Alternate Director seats available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to set the date for At-Large Member Directors and Alternate Directors mail-in ballot elections for **March 3, 2016**. This date is in compliance with the requirements in Section 3.02 (At Large and Alternate Director Vacancies) of the Bylaws.

AGENDA ITEM I

The following three (3) At-Large Director seats and four (4) Alternate director seats are up for election:

Director Seat 1	Vacant	Alternate Seat 1	Vacant
Director Seat 2	Vacant	Alternate Seat 2	Vacant
Director Seat 4	Vacant	Alternate Seat 3	Vacant
		Alternate Seat 4	Vacant

Section 3.01(1) of the Bylaws set forth the requirements needed for member agencies to fill the various open seats. A summary of those requirements follow below:

- Seat 1 – Member city that operates both independent police and fire departments (At Large Director);
- Seat 2 – Member city that operates an independent police and/or an independent fire department (At Large Director);
- Seat 4 – Member city not otherwise represented on the Board (At Large Director);
- Seat 5 - Member city that operates both independent police and fire departments (Alternate Director to Seat 1);
- Seat 6 - Member city that operates an independent police and/or an independent fire department (Alternate Director to Seat 2);
- Seat 7 - Member city that operates an independent police and/or an independent fire department (Alternate Director to Seat 3);
- Seat 8 - Member city not otherwise represented on the Board (Alternate Director to Seat 4).

Following approval by your Board as recommended in this action, staff will contact each of the member agencies who are eligible to sit in these various seats, to determine their interest. Interested member cities will then fill out a written statement as prescribed in Section 3.01(2) of the Bylaws. If the seats are contested, a mail in ballot election will occur. If the seats are uncontested, the Board may appoint the new Directors by a majority vote, as provided for in Section 3.01(8) of the Bylaws.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

LA-RICS Board of Directors

Date

Page 3

AGREEMENTS/CONTRACTING

No agreements necessary.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM

c: Counsel to the Authority



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PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

APPROVE 90-DAY EXTENSION APPROVAL FOR THE FISCAL-YEAR 2015-16 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET / PROJECT TEAM LINE ITEM

SUBJECT

It is recommended the Los Angeles Regional Interoperable Communications System Authority (Authority) extend approval of the attached Fiscal-Year 2015-16, Adopted Operating Budget to continue to reflect the LA-RICS project team line item as funded by the Urban Areas Security Initiative (UASI) and / or State Homeland Security Grant Program (SHSGP) in the amount of \$2,485,000, pending a written determination from California Governor's Office of Emergency Services (CalOES), the grant administrator at the State level, regarding the matter of supplanting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The attached Adopted Operating Budget was conditionally approved by your Board on September 10, 2015, to reflect the LA-RICS project team line item as funded by grants through December 2015, pending determination by the federal grantor regarding the matter of supplanting. A letter was received from CalOES on November 25, 2015, requesting additional information to make the determination of LA-RICS project team cost allowability and allocability. The response is being prepared pending written determination, it is recommended your Board extend approval of the LA-RICS project team line item through March 2016.

AGENDA ITEM J

FISCAL IMPACT/FINANCING

Upon receipt of determination by CalOES, the budget will either remain unchanged, as adopted, or an amended Operating Budget as well as amended Funding Plan would be brought before your Board for consideration.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

None

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:SOC:jh

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Enclosure

c: Counsel to the Authority
Treasurer and Tax Collector
Auditor-Controller

Los Angeles Regional Interoperable Communications System (LARICS)
 Adopted Amended Operating Budget
 Fiscal Year 2015-16

FINANCING USES	FY 2015-16 ADOPTED	FY 2015-16 ADOPTED AMENDED
<u>Grant Funded Expenditures</u>		
Project Team	3,866,000	3,866,000
BTOP Cash Match (1)	1,381,000	1,381,000
UASI/SHSGP Grants	2,485,000	2,485,000
Travel & Training	150,000	150,000
BTOP	50,000	50,000
UASI/SHSGP Grants	100,000	100,000
Services & Supplies	50,000	50,000
BTOP	50,000	50,000
County Contribution	0	0
Admin and Legal Contractors	774,000	774,000
BTOP	171,000	171,000
UASI/SHSGP Grants	603,000	603,000
Miscellaneous * (2)	88,000	88,000
BTOP	38,000	38,000
UASI/SHSGP Grants	50,000	50,000
Capital Assets & Furniture	25,000	25,000
BTOP	25,000	25,000
Other Charges* (3)	1,039,000	1,039,000
BTOP	39,000	39,000
UASI Grant	1,000,000	1,000,000
Lease & Other Services - Suite 100 & 200	63,000	63,000
BTOP	63,000	63,000
UASI/SHSGP	0	0
Contractors/Consultants Services	128,396,000	115,062,000
BTOP	81,655,000	68,321,000
BTOP Cash Match (1)	1,257,000	1,257,000
UASI	44,784,000	44,784,000
SHSGP	700,000	700,000
Total Grant Funded Expenditures (4)	131,813,000	118,479,000
<u>Member Funded JPA Operations (1)</u>		
Project Team	357,500	357,500
Travel & Training	50,000	50,000
Services & Supplies	150,000	150,000
Admin and Legal Contractors	0	0
Miscellaneous *(2)	62,500	62,500
Capital Assets & Furniture	75,000	75,000
Other Charges *(3)	116,000	116,000
Lease & Other Services - Suite 100 & 200	222,000	222,000
Total Member Funded JPA Operation	1,033,000	1,033,000
LTE Administrative Cost (1) (5)	775,000	775,000
BTOP Cash Match (1)	2,638,000	2,638,000
Total LTE Annual Cost	3,413,000	3,413,000
TOTAL FINANCING USES	136,259,000	122,925,000
<u>FINANCING SOURCES</u>		
Federal Grant Revenue	131,813,000	118,479,000
Member's Contribution	1,808,000	1,808,000
BTOP Cash Match (1)	2,638,000	2,638,000
Total Available Financing	136,259,000	122,925,000

* (1) BTOP Cash Match, Member Funded JPA Operations and LTE Administrative Cost will be provided by the County of Los Angeles as a loan. LA-RICS Members will be responsible for the repayment of the BTOP Cash Match, Member Funded JPA Operations and LTE Administrative Cost upon conclusion of the opt out period, in accordance with Adopted Funding Plan.

* (2) Fees including utilities, NOE and rental fees for Grace E. Simmons Lodge, etc.

* (3) Liability Insurance for LA-RICS JPA, Commercial Property Insurance and FCC Licensing.

* (4) Excludes Cash Match.

* (5) LTE Administrative Cost include certain Project Staff management & implementation of each site, contract and grant management as well as other tasks.

**LA-RICS
FY 2015-2016**

PROJECT TEAM	BTOP Funding	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Administrative Cost	Projected Salary Savings	Yearly Costs (Salary & Employee Benefits)
<u>DISTRICT ATTORNEY (DA)</u>						
Fiscal Officer I	70,253	0	81,690	0	0	151,943
Administrative Deputy II	55,832	0	167,497	0	0	223,329
DA Total	126,085	0	249,187	0	0	\$ 375,272
<u>TREASURER & TAX COLLECTOR (TTC)</u>						
Staff Assistant II	24,491	73,473	0	0	0	97,964
TTC Total	24,491	73,473	0	0	0	\$ 97,964
<u>PARKS & RECREATION (PR)</u>						
Administrative Services Manager I	36,104	0	108,313	0	0	144,418
PR Total	36,104	0	108,313	0	0	\$ 144,418
<u>PUBLIC WORKS (PW)</u>						
Senior Management Secretary III	29,326	37,979	0	50,000	0	117,306
PW Total	29,326	37,979	0	50,000	0	\$ 117,306
<u>SHERIFF (SH)</u>						
Senior Secretary III	22,540	17,621	0	50,000	0	90,161
SH Total	22,540	17,621	0	50,000	0	\$ 90,161
<u>PROBATION (PB)</u>						
Administrative Services Manager II	37,095	28,480	0	75,000	7,805	148,381
Executive Assistant	46,321	113,962	0	25,000	0	185,283
PB Total	83,416	142,443	0	100,000	7,805	\$ 333,664
<u>AUDITOR CONTROLLER (A/C)</u>						
Administrative Services Manager I	16,937	82,562	0	36,000	0	135,499
A/C Total	16,937	82,562	0	36,000	0	\$ 135,499
<u>ISD</u>						
Administrative Services Manager III	23,941	24,440	0	100,000	43,150	191,531
ISD Total	23,941	24,440	0	100,000	43,150	\$ 191,531
<u>UNFILLED POSITIONS</u>						
Administrative Services Manager I	0	0	0	0	140,576	140,576
Accounting Officer II	0	0	0	0	123,507	123,507
Staff Assistant II	0	0	0	0	97,964	97,964
Senior Secretary III	0	0	0	0	92,567	92,567
Unfilled total	0	0	0	0	454,614	\$ 454,614

AGENDA ITEM J - ENCLOSURE

**LA-RICS
FY 2015-2016**

PROJECT TEAM	BTOP Funding	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Administrative Cost	Projected Salary Savings	Yearly Costs (Salary & Employee Benefits)
AUDITOR CONTROLLER (A/C)						
S&B						
Principal Accountant	1,250	5,751	0	3,000	0	10,001
Supervising Accountant	11,150	6,047	0	0	0	17,196
Accountant III	2,643	2,502	0	0	0	5,146
Accountant II	15,668	13,678	0	0	0	29,346
S&S						
Travel Administrative Cost	2,000		0	0	0	2,000
Single Audit	0	0	0	22,713	27,287	50,000
A/C Total	32,711	27,978	0	25,713	27,287	\$ 113,689

COUNTY COUNSEL						
Principal/Senior County Counsel (4)	434,819	251,891	0	0	150,000	836,710
County Counsel Total	434,819	251,891	0	0	150,000	\$ 836,710

INTERNAL SERVICES DEPARTMENT (ISD)						
Administrative Manager XIII	27,504	92,527	0	100,000	0	220,031
Sr. Telecom Systems Engineer (5)	105,564	445,658	0	293,287	0	844,509
Supervising Telecom System Engineer	23,763	166,340	0	0	0	190,103
ISD Total	156,830	704,526	0	393,287	0	\$ 1,254,643

LOS ANGELES COUNTY SHERIFF (LASD)						
S&B						
Lieutenant (1)	63,594	190,782	0	0	0	254,376
Sergeant (2)	116,960	350,881	0	0	0	467,842
Deputy (4)	166,192	498,577	0	0	0	664,769
Operations Assistant III (1)	27,282	81,847	0	0	0	109,130
S&B Total						\$ 1,496,117
S&S						
Human Resources & Procurement Services	20,000	0	0	20,000	0	40,000
Station B & Station On Wheel (SOW) MOU	0	0	0	0	200,000	200,000
LASD Total	394,029	1,122,088	0	20,000	200,000	\$ 1,736,117

Total	1,381,231	2,485,000	357,500	775,000		
Total of Project Team						\$ 5,882,000
Project Salary Savings						\$ 883,500
Budgeted for FY 15-16						\$ 4,998,500

AGENDA ITEM J - ENCLOSURE

**CONTRACTS
FY 2015-2016**

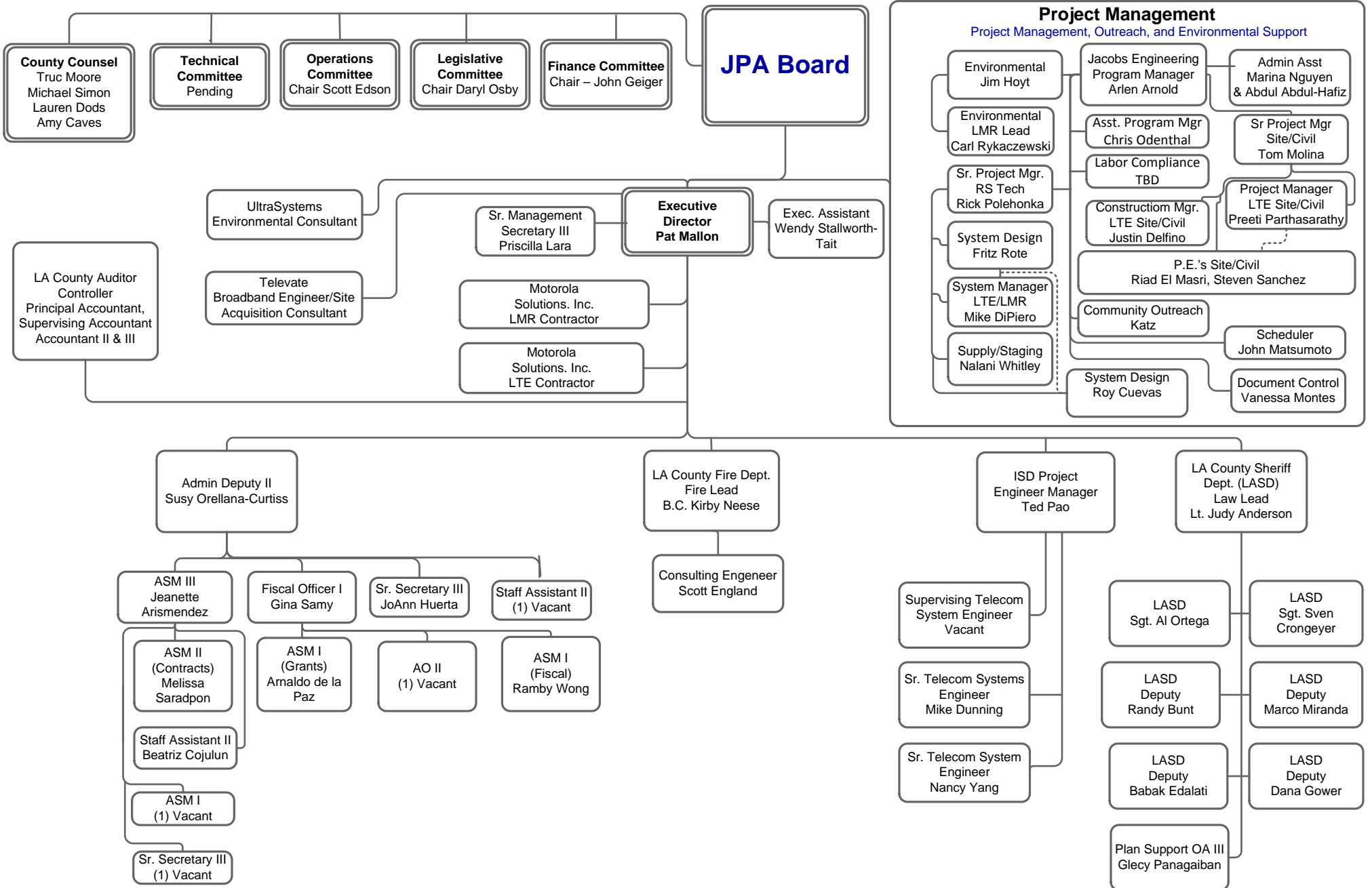
ADMIN AND LEGAL CONTRACTORS	Maximum Contract Sum	Funding Source
Executive Director	219,000	50% BTOP & 50% UASI/SHSGP through 9/30/15 100% UASI/SHSGP Grants from 10/1/15 through 6/30/15
Legal Services	105,000	100% UASI/SHSGP Grants
MISC Contracts (CPA Firm / Audit Preparation)	100,000	100% BTOP through 9/30/15
MISC County Contracts (DPW, CEO, CEO RED, RP)	350,000	50% BTOP & 50% UASI/SHSGP through 9/30/15 100% UASI/SHSGP Grants from 10/1/15 through 6/30/15
	\$ 774,000	

CONTRACTORS/CONSULTANTS	Maximum Contract Sum	Funding Source
Project Construction Management* (1)	1,728,000	BTOP
	6,293,000	UASI 11
	4,390,000	UASI 12
Broadband Engineering	600,000	BTOP
	150,000	SHSGP 14
	550,000	SHSGP 15
Telecommunications & Devices Contractors	56,493,000	BTOP
	9,500,000	BTOP
	1,257,000	BTOP Cash Match
	8,916,000	UASI 11
	11,441,000	UASI 12
	13,744,000	UASI 13
Total Contractors/Consultants Services	\$ 115,062,000	

* (1) Amounts based on Jacob's Contract, Estimates & Projected Schedule



LA-RICS ORGANIZATION CHART





**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>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

**APPROVE AMENDMENT NO. 16 TO AGREEMENT NO. LA-RICS 007 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
LAND MOBILE RADIO SYSTEM**

SUBJECT

Board approval is requested to authorize the Executive Director to execute an amendment to Agreement No. LA-RICS 007 (Agreement) Los Angeles Regional Interoperable Communication System (LA-RICS) – Land Mobile Radio System (LMR System), to revise the Agreement to (a) account for the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work; (b) make changes necessary to reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) reflect the inclusion of Phase 1 (System Design) Project Description Work only for one (1) potential replacement site; (e) account for a comprehensive redesign of the LMR System and all associated Work; (f) make changes necessary to 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 (g) increasing the Maximum Contract Sum by \$1,069,189. Amendment No. 16 will be substantially similar in form to the enclosed.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:

AGENDA ITEM K

- a. Find that approval and execution and performance of the work covered by Amendment No. 16 to the Agreement for the Unilateral Option for all Work in Phase 1 for seventeen (17) LMR System Sites identified in Table I for the System Design is exempt from review under the California Environmental Quality Act (CEQA) as it is not a project under CEQA pursuant to CEQA Guidelines Sections 15378 and 15061(b)(3);
 - b. Find that the Phase 1 System Design Work is statutorily exempt pursuant to CEQA Guidelines Section 15262 and categorically exempt pursuant to CEQA Guidelines Sections 15304 and 15306;
 - c. Find the activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), and execution of Amendment No. 16, which permits design, construction, implementation, operation, and maintenance of LMR System infrastructure at twelve (12) sites identified in Table 2, contemplated in the Design, including all Work included in the Agreement, as well as any amendments and Notices to Proceed as referenced herein and in the Agreement, are statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25 for the reasons stated in this letter and as noted in the record of the project.
 - d. Find that any leased circuit work that may occur outside of the twelve (12) sites identified in this letter, if needed, to provide connectivity to the LMR System site(s), is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Approve Amendment No. 16 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
- a. Account for 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. Make changes necessary to 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. Reflect the inclusion of Phase 1 (System Design) Project Description Work only for one (1) potential replacement site 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. Make changes necessary to 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 for a cost increase in the amount of \$499,912.
3. Authorize an increase in 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.
 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 16.
 5. Delegate authority to the Executive Director to execute Amendment No. 16, in substantially similar form, to the enclosed Amendment.

BACKGROUND

The deadline to take necessary action to remain an LA-RICS Joint Powers Authority (JPA) member was November 24, 2015. Since that deadline has since passed, it was necessary for the Authority to assess, among other things, the constructability of existing LMR System Sites taking the recent member opt outs into consideration. This Amendment No. 16 takes the initial steps to reconcile the Agreement commensurate with the current membership structure as of the opt out deadline.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to make the changes necessary to reflect (a) the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work; (b) make changes necessary to reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) the inclusion of Phase 1 (System Design) Project Description Work only for one (1) potential replacement; (e) account for a comprehensive redesign of the LMR System and all associated Work; (f) make changes necessary to 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); increasing the Maximum Contract Sum.

As a result of recent membership opt outs, it is necessary to remove thirty-one (31) LMR System Sites from further consideration and replace them with seventeen (17) viable sites. At present, it is too premature to identify the costs associated with these 17 replacement sites for Phases 2 through 4 as the costs are highly contingent upon the design parameters that will be formalized as part of (d) System redesign. As part of this Amendment No. 16, we are requesting the ability to authorize Motorola to redesign the LMR System taking the removal of 31 sites and the inclusion of 17 sites into consideration. However, until such time as that redesign is complete, neither the Authority nor Motorola will have a clear understanding of the complete costs for each of the 17 new sites are from a construction, equipment deployment, and implementation perspective.

Therefore, the Authority is recommending proceeding only with Phase 1 (System Design) activities and associated costs for the 17 replacement sites, which is contemplated in Amendment No. 16. As this is the case, the Authority is further recommending neither removing the 31 sites nor including the 17 replacement sites and their associated costs from Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) as this would prematurely impact the Maximum Contract Sum without a sufficient degree of accuracy. The Authority will return to your Board with an amendment that contemplates the reconciliation of dropped and replacement sites for Phases 2 through 4 upon the completion of the LMR System redesign.

With respect to the LMR System Core 2, as the City of Los Angeles has opted out of the LA-RICS JPA as a member, it is necessary to uninstall the core and all associated equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) and relocate, install, and deploy the Core 2 equipment at the Los Angeles County Palmdale Sheriff's Station (PLM) as the County of Los Angeles, and by extension the Sheriff's Department, is still an active LA-RICS JPA member. Amendment No. 16 contemplates this scope and cost.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 16 will increase the Maximum Contract Sum by \$1,069,189 when taking the cost increases and decreases into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grants.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

ENVIRONMENTAL DOCUMENTATION

Phase 1 Activities for Seventeen (17) Sites

Amendment No. 16 contemplates the inclusion of seventeen (17) sites for Phase 1 activities as follows:

TABLE 1 – INCLUSION OF SEVENTEEN (17) SITES		
Item No.	Site ID	Site Description
1.	AGH	Agoura Hills
2.	CCT	Criminal Court (Foltz)
3.	CRN	Cerro Negro
4.	FRP	Frost Peak (Upper Blue Ridge)
5.	GMT	Grass Mountain
6.	H-17A	H-17 Helipad
7.	LASDTEM	Los Angeles County Sheriff Temple Station
8.	LPC	Loop Canyon
9.	LEPS	Lower Encinal Pump Station
10.	MIR	Mirador
11.	MML	Magic Mountain Link
12.	MTL2	Mount Lukens 2
13.	PDC	Pacific Design Center
14.	PLM	Los Angeles County Sheriff Palmdale Station
15.	PMT	Pine Mountain
16.	PWT	Portshhead Tank
17.	VPK	Verdugo Peak County

Execution of the Agreement for the LMR System is exempt from review under CEQA because it is not a project as defined in Sections 15378(b) and 15060(c) of the State CEQA Guidelines. All work under the Agreement is contained in defined Phases. Each Phase identified in the Agreement must be initiated and approved by the Board via a Unilateral Option and pursuant to separately issued Notices to Proceed in order for any Work to occur in connection with Phase 1. Approval of the amendment is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

Execution of an Amendment to the Agreement for the LMR System exercising the Unilateral Option for Work under Phase 1 only is exempt from review under CEQA because it involves system design work and therefore is not a project as defined in Sections 15378(b) and Section 15060(c) of the State CEQA Guidelines. Design work is an administrative activity of government which will not result in direct or indirect physical changes to the environment. Execution of an Amendment for Phase 1 is also exempt pursuant to Section 15262 of the State CEQA Guidelines as it involves feasibility and planning studies for possible future actions which the Authority has not approved, adopted or funded and for which the Authority has considered environmental factors. Approval of an Amendment for Phase 1 does not involve the adoption of a plan that that

will have a legally binding effect on later activities Further, execution of an Amendment for Phase 1 is categorically exempt under Sections 15304 and 15306 since the activity includes minor alterations to land with no removal of healthy, mature, scenic trees and basic data collection, research and resource evaluation as information gathering or part of a study leading to an action which the Authority has not yet approved, adopted, or funded.

We will return to the Board for consideration and approval of appropriate environmental documentation under CEQA prior to the proposed approval of any activities which may constitute a project under CEQA, including the exercise of Unilateral Options beyond Phase 1 of the Agreement. The Authority retains the absolute sole discretion to modify the project as may be necessary to comply with CEQA/NEPA. Mitigation measures and/or alternatives to avoid significant environmental impacts, including the “no project” alternative required in connection with the CEQA/NEPA environmental review process, may be adopted. Nothing precludes the Authority from denying the Project, or from weighing the economic, legal, social, technological, or other benefits of the Project against its unavoidable environmental risks, if any, when determining whether to approve the Project.

Statutory Exemption of Twelve (12) Sites

TABLE 2 – EXEMPTION OF TWELVE (12) SITES		
Item No.	Site ID	Site Description
1.	CCT	Criminal Court (Foltz)
2.	CRN	Cerro Negro
3.	HUC	LAC/Harbor+UCLA Medical Center
4.	ICC	Inglewood County Courthouse
5.	LACF134	Los Angeles County Fire Station 134
6.	LACF164	Los Angeles County Fire Station 164
7.	LACF173	Los Angeles County Fire Station 173
8.	LASDCSN	Los Angeles County Sheriff Carson Station
9.	LASDTEM	Los Angeles County Sheriff Temple Station
10.	MIR	Mirador
11.	PLM	Los Angeles County Sheriff Palmdale Station
12.	WLK	Westlake City Hall

CEQA

Public Resources Code section 21080.25, the statutory CEQA exemption adopted specifically for LA-RICS, exempts certain elements of LA-RICS LMR System from CEQA review so long as they meet certain criteria set forth in the exemption. Authorizing the activities covered by the Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) would allow design, construction, implementation, operation, and maintenance of LMR infrastructure at the twelve (12) LMR System Sites,

including all Work included in Agreement No. LA-RICS 007 for these phases, as well as any amendments and Notices to Proceed as referenced herein and in the Agreement.

The Authority's staff and environmental consultants have reviewed the sites proposed for LMR System infrastructure and have determined that the twelve (12) LMR System Sites identified in Table 2 above meet all of the criteria for exemption set forth in Public Resources Code Section 21080.25. This determination is based upon substantial evidence in the record that shows each of the following, as required by the exemption:

- All of the sites identified are publicly owned and already contain antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- Construction and implementation at each of the sites identified in Table 2 would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- Construction and implementation at each of the sites identified in Table 2 would not have a substantial adverse impact on historical resources pursuant to Section 21084.1.
- Operation of LMR facilities at each of the sites identified in Table 2 would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.
- The LMR antenna support structures for the sites identified in Table 2 would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. All proposed lattice towers for the sites identified in Table 2 shall not exceed 180 feet in height without appurtenances and attachments, and all proposed monopoles for the sites identified in Table 2 shall not exceed 70 feet in height without appurtenances and attachments.
- Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.
- None of the sites are located on a school or sacred cultural site.

Construction and implementation of LMR infrastructure at CEQA-exempt sites does not commit or compel the Authority to construct any additional LMR facilities or infrastructure, including infrastructure at any of the LMR System Sites identified in Agreement No. LA-RICS 007 between the Authority and Motorola, as may be amended. All potential LMR System Sites identified in Agreement No. LA-RICS 007, as may be amended, that are not exempt from CEQA under the statutory exemption for LA-RICS in Public Resources Code section 21080.25, will be evaluated in an Environmental Impact Report (EIR).

In addition, detailed project design work for the LMR System sites may identify the need for leased circuit work (due to unavailability of microwave or other options) to connect the LMR sites to network nodes or aggregation points, in which case some leased circuit work may occur on and around a site. Leased circuit work, if needed, may consist of simply activating existing fiber infrastructure or implementing aerial drops with no physical environmental impact or, to the extent physical disturbance is required, minor trenching within existing road right of way. To the extent some leased circuit work may need to occur outside of a LMR System site to allow connectivity between sites and the core, such work is categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303, and 15304 since the work would involve minor alteration of existing facilities, mechanical equipment, and location of new small facilities as well as minor alteration in the condition of land within the public right of way and is therefore within certain classes of projects that have been determined not to have a significant effect on the environment. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Further, leased circuit work would not include the removal of healthy, mature scenic trees nor would it be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemption inapplicable based on the project records.

Approving Amendment No. 16, which includes allowing for the twelve (12) LMR System Sites to be built, does not commit the Authority to future approval of construction or implementation of LMR infrastructure at any non-exempt site. Construction and implementation of LMR infrastructure at non-CEQA-exempt sites would only occur if the Authority certifies the EIR and approves construction of LMR facilities at these sites. If the Authority approves LMR infrastructure at any of the sites identified in Table 2, it still retains discretion to deny or modify construction/implementation at any of the non-CEQA-exempt sites for any reason.

Upon the Board's approval of the recommended actions, Notices of Exemption for the individual project sites will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines. The date that the notices are filed will be identified on the Authority's website in compliance with the legislative intent of Assembly Bill 1486, which added Public Resources Code Section 21080.25.

NEPA

Construction and implementation of the LMR System Sites identified in Table 2 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 to determine the approach for NEPA analysis that is appropriate for all proposed LMR sites.

CONCLUSION

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

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:JA

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Enclosure

c: Counsel to the Authority

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

Recitals

This Amendment Number Sixteen (together with all exhibits, attachments, and schedules hereto, "Amendment No. 16") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of December _____, 2015, 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 five (5) 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) (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for these five (5) 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 Authority and Contractor desire to further amend the Agreement to (a) account for 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) make changes necessary to 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) to reflect the inclusion of 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) make changes necessary to 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; (g) increase 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; and (h) to make other certain changes reflected in this Amendment No. 16.

This Amendment No. 16 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. 16, 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. 16 refer to sections of the Base Document, as amended by this Amendment No. 16.
2. Amendments to the Base Document.
 - 2.1 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 Ninety-Four Million, Eight Hundred Thirty-Six Thousand, Eight Hundred Seventy-Four Dollars (\$294,836,874), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
 - 2.2 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 Eighty-Nine Million, Five Hundred Fifty-Nine Thousand, One Hundred Thirty Dollars (\$289,559,130) Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

3. Removal of Thirty-One (31) LMR System Sites. The parties agree and acknowledge that the thirty-one (31) sites, listed below, will no longer be considered for inclusion in the LMR System, no further Work will occur at these sites and these sites are removed from the relevant portions of Exhibit C (Schedule of Payments).

REMOVAL OF LMR SYSTEM SITES – AMENDMENT NO. 16		
Item No.	Site ID	Site Description
3.1	BAH	Baldwin Hills
3.2	BHCCPRK	Beverly Hills' Coldwater Canyon Park
3.3	BVG	Beverly Glen
3.4	CEP	Century Plaza
3.5	LACF028	Los Angeles County Fire Station 28
3.6	LACF056	Los Angeles County Fire Station 56
3.7	LACF071	Los Angeles County Fire Station 71
3.8	LACF091	Los Angeles County Fire Station 91
3.9	LACF099	Los Angeles County Fire Station 99
3.10	LACF119	Los Angeles County Fire Station 119
3.11	LACF136	Los Angeles County Fire Station 136
3.12	LACF144	Los Angeles County Fire Station 144
3.13	LACF149	Los Angeles County Fire Station 149
3.14	LACF157	Los Angeles County Fire Station 157
3.15	LACF169	Los Angeles County Fire Station 169
3.16	LACFCP09	Los Angeles County Fire Department Camp 9
3.17	LAHE	Los Angeles City Hall East
3.18	LAPDDVN	Los Angeles Police Department Devonshire Area Station
3.19	LAPDVDC	Los Angeles Police Department Valley Dispatch Center
3.20	LAPD077	Los Angeles Police Department 77 th Street Area Complex
3.21	LBR	Lower Blue Ridge
3.22	MAM	Magic Mountain
3.23	MTL	Mount Lukens
3.24	MTT	Mount Thom
3.25	MTW	Mount Washington
3.26	OMC	Oat Mountain
3.27	SAG	San Augustine
3.28	SPC	San Pedro Hill
3.29	SVP	San Vicente Peak
3.30	SWP	Southwest Area Station
3.31	VPC	Verdugo Peak

4. Inclusion of Seventeen (17) LMR System Sites into the LMR System. The parties agree and acknowledge that the following seventeen (17) LMR System Sites will be considered for inclusion in the LMR System and Work will occur at these LMR

System Sites, and that these sites are added to the relevant portions of Exhibit C (Schedule of Payments):

INCLUSION OF LMR SYSTEM SITES – AMENDMENT NO. 16		
Item No.	Site ID	Site Description
4.1	AGH	Agoura Hills
4.2	CCT	Criminal Court (Foltz)
4.3	CRN	Cerro Negro
4.4	FRP	Frost Peak (Upper Blue Ridge)
4.5	GMT	Grass Mountain
4.6	H-17A	H-17 Helipad
4.7	LASDTEM	Los Angeles County Sheriff Temple Station
4.8	LPC	Loop Canyon
4.9	LEPS	Lower Encinal Pump Station
4.10	MIR	Mirador
4.11	MML	Magic Mountain Link
4.12	MTL2	Mount Lukens 2
4.13	PDC	Pacific Design Center
4.14	PLM	Los Angeles County Palmdale Sheriff Station
4.15	PMT	Pine Mountain
4.16	PWT	Portshead Tank
4.17	VPK	Verdugo Peak County

5. 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) for the seventeen (17) LMR System Sites as reflected in this Amendment No. 16 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) Work of the seventeen (17) LMR System Sites contemplated in this Amendment No. 16, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.

6. LMR System Redesign.

The parties agree and acknowledge that Work is included into the Agreement and will occur in order to redesign the LMR System to reflect the change in LMR System Sites since the execution of the Agreement. The scope of the redesign shall be consistent with Section 1.3 (Design Review Process), Section 1.14 (LMR System Design), and any other applicable requirements of the Agreement, including Exhibit B.1 (LMR System Specifications). Additionally, the redesign shall consist of the following:

6.1 The LMR System redesign is based on those LMR Sites contemplated in Phase 1 (System Design).

- 6.2 The City of Los Angeles microwave is not available for inclusion into the Authority's LMR network.
- 6.3 The City of Pasadena UHF LMR network is integrated as part of the LA-RICS UHF DTVRS LMR simulcast cell that provides coverage and capacity for the area. The capacity of Pasadena sites shall be consistent with LA-RICS simulcast cell. The LA-RICS 700 MHz DTVRS layer shall still comply with the Authority's requirements of equal and equivalent coverage to UHF layer for Pasadena.
- 6.4 Contractor shall provide DTVRS capacity similar to Detailed Design Review. Individual cell capacity may be adjusted based on frequency availability and other factors.
- 6.5 Final SUN (Sunset Ridge) location shall be provided after Authority and the Contractor project team members have completed the site survey.
- 6.6 Contractor shall minimize the re-use of any UHF T-band frequency.
- 6.7 Contractor shall conduct Detailed Design Review meetings and present the system design to the Authority for approval.
- 6.8 Site location verification with the Authority to include assumed tower heights and facility type.
- 6.9 Contractor shall update LMR System Design by subsystem based on available list of eligible sites and space available at applicable sites.
- 6.10 Contractor shall conduct coverage and capacity analysis.
- 6.11 Contractor shall update and replace all applicable coverage maps and tables by subsystem.
- 6.12 Contractor shall provide DTVRS coverage maps with and without Mt. Lee for the applicable simulcast cells.
- 6.13 Contractor shall update all applicable capacity specifications and tables by subsystem.
- 6.14 Contractor shall update space and electrical calculations by site.
- 6.15 Contractor shall update applicable rack and tower drawings.
- 6.16 Contractor shall resubmit LMR System Design document with applicable updates to the Authority.
- 6.17 Contractor shall develop the redesign of the LMR System taking into consideration the work flow process described in the Attachment 1 (LMR System Redesign Work Flow) to this Amendment No. 16.

7. Removal and Relocation of LMR System Core 2.

The parties agree and acknowledge that Work is included into the Agreement and will occur to uninstall the LMR System Core 2 equipment from the Los Angeles Police Department Valley Dispatch Center (LAPDVDC) and relocate, install and deploy the Core 2 equipment at the Los Angeles County Palmdale Sheriff's Station (PLM). The relocation will include, among other things, all Work necessary to install a core and have a fully functional redundant core, as currently provided and required by all applicable existing Agreement requirements. This Work also includes successfully uninstalling and relocating the Core from LAPDVDC as well as Work at PLM necessary to address all power

requirements, install, setup, configure as may be necessary, and deploy Core 2 equipment at the amounts set forth in Exhibit C for such Work.

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. 16, 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. 16, which is incorporated by this reference.

8.3 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. 16, which is incorporated by this reference.

9. This Amendment No. 16 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. 16;

9.2 Los Angeles County Counsel has approved this Amendment No. 16 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. 16; and

9.4 The Executive Director of the Authority has executed this Amendment No. 16.

10. Except as expressly provided in this Amendment No. 16, 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. 16 on behalf of Contractor represent and warrant that the person executing this Amendment No. 16 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 16, and that all requirements of Contractor to provide such actual authority have been fulfilled.

12. This Amendment No. 16 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 SIXTEEN
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. 16 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: _____

Patrick J. Mallon
Executive Director

By: _____

Jim Hardimon
Motorola Project Director

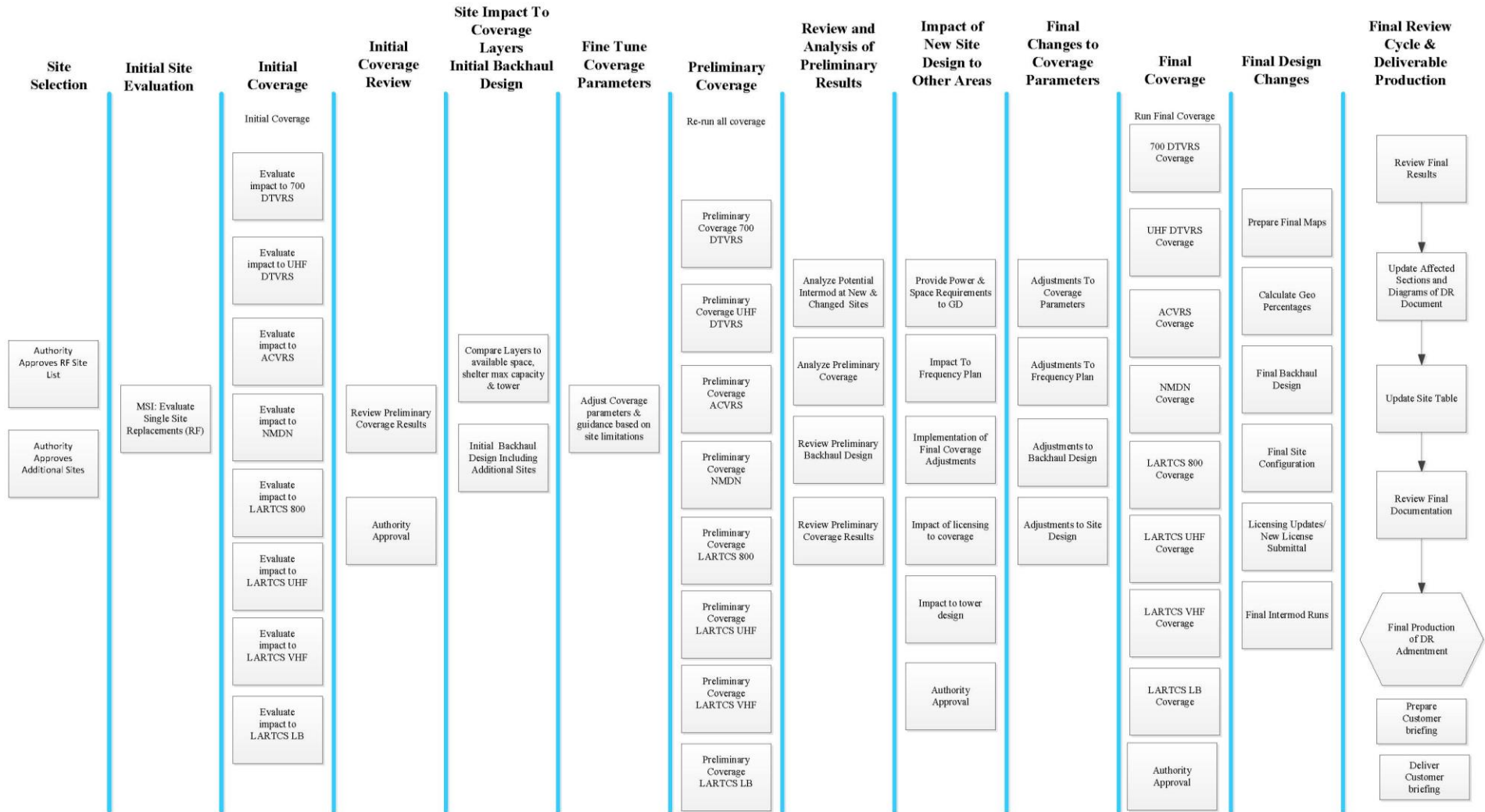
APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY:

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal County Counsel

LMR SYSTEM REDESIGN WORK FLOW



**EXHIBIT C.1 - SCHEDULE OF PAYMENTS
LMR SYSTEM PAYMENT SUMMARY**

Summary	Unilateral Option Sum	Used Credits (Note 2)	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 9,517	\$ 43,424,837	\$ 3,125,525	\$ 40,287,643
Phase 2	\$ 19,847,626	\$ 337,720	\$ 21,694,374	\$ 4,044,810	\$ 37,497,190
Phase 3	\$ 32,193,326	\$ 212,620	\$ 17,183,749	\$ 1,718,375	\$ 15,465,374
Phase 4	\$ 20,101,266	\$ 86,144	\$ 9,496,262	\$ 2,897,031	\$ 26,700,497
SUBTOTAL (Phases 1 to 4):	\$ 72,142,218	\$ 342,477	\$ 91,799,222	\$ 11,785,740	\$ 119,950,704
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 128,040,737	\$ 342,477	\$ 91,799,222	\$ 11,785,740	\$ 175,849,222
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ -	\$ 130,400	\$ 1,173,600
SUBTOTAL (Additive Alternates)	\$ 202,695,174	\$ 342,477	\$ 91,799,222	\$ 19,251,184	\$ 243,038,216
TOTAL CONTRACT SUM:	\$91,799,222				
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$294,836,874				
<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>	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum Payable Amount <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	80% ACVRS Design – Analog Conventional Voice Radio Subsystem	-	-	\$ 446,491	\$ -	\$ 446,491
B.1.14.3.3.29.2	20% ACVRS Design – Analog Conventional Voice Radio 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 <i>(Note 1)</i>	-	-	\$ 757,702	\$ 75,770	\$ 681,932
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site <i>(Note 2)</i>	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 1	Baldwin Hills	-	-	\$ (3)	\$ (0)	\$ (3)
B.1.14.5.Site 2	Black Jack Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 3	Bald Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 4	Blue Rock	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 5	Burnt Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 6	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 7	Compton Court Building	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 8	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 9	Claremont	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 10	Castro Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 11	Dakin Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 12	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 13	Encinal 1 (Fire Camp)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 14	Green Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 15	Hauser Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 16	Johnstone Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 17	FS-28	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 18	FS-56	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 19	FS-71	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 20	FS 72	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 21	FS 77	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 22	FS-84	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 23	FS-91	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 24	FS-99	-	-	\$ -	\$ -	\$ -

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

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum Payable Amount <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.Site 25	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 26	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 27	FS 149	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 28	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 29	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 30	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 31	Del Valle Training	-	-	7,138	714	6,424
B.1.14.5.Site 32	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 33	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 34	DWP Sylmar Water Ladder	-	-	7,138	714	6,424
B.1.14.5.Site 35	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 36	Mount Disappointment	-	-	7,138	714	6,424
B.1.14.5.Site 37	Mount Lee	-	-	7,138	714	6,424
B.1.14.5.Site 38	Mira Loma Facility	-	-	7,138	714	6,424
B.1.14.5.Site 39	Mount McDill	-	-	7,138	714	6,424
B.1.14.5.Site 40	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 41	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 42	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 43	Monte Vista (Star Center)	-	-	7,138	714	6,424
B.1.14.5.Site 44	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 45	Oat Mountain	-	-	7,138	714	6,424
B.1.14.5.Site 46	Oat Mountain Nike	-	-	7,138	714	6,424
B.1.14.5.Site 47	Puente Hills	-	-	7,138	714	6,424
B.1.14.5.Site 48	Portal Ridge	-	-	7,138	714	6,424
B.1.14.5.Site 49	Pomona 1620 Hillcrest	-	-	7,138	714	6,424
B.1.14.5.Site 50	Redondo Beach PD	-	7,138	\$ -	\$ -	\$ -
B.1.14.5.Site 51	Rolling Hills Transmit	-	-	7,138	714	6,424
B.1.14.5.Site 52	Rio Hondo	-	-	7,138	714	6,424
B.1.14.5.Site 53	City Hall	-	-	7,138	714	6,424
B.1.14.5.Site 54	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 55	San Dimas	-	-	7,138	714	6,424
B.1.14.5.Site 56	Signal Hill	-	-	7,138	714	6,424
B.1.14.5.Site 57	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 58	Saddle Peak	-	-	7,138	714	6,424
B.1.14.5.Site 59	Sunset Ridge	-	-	7,138	714	6,424
B.1.14.5.Site 60	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 61	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 62	Topanga Peak	-	-	7,138	714	6,424
B.1.14.5.Site 63	Tejon Peak	-	-	7,138	714	6,424
B.1.14.5.Site 64	Tower Peak	-	-	7,138	714	6,424
B.1.14.5.Site 65	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 66	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 67	Whittaker Middle Peak	-	-	7,138	714	6,424
B.1.14.5.Site 68	100 Wilshire	-	-	7,138	714	6,424
B.1.14.5.Site 69	Whittaker Ridge	-	-	7,138	714	6,424
B.1.14.5.Site 70	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 71	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 72	L.A. County Fire Command	-	-	7,138	714	6,424
B.1.14.5.Site 73	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
B.1.14.6	Permit Approval by Site <i>(Note 2)</i>	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 1	Baldwin Hills	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 2	Black Jack Peak	-	-	2,379	238	2,141
B.1.14.6.Site 3	Bald Mountain	-	-	2,379	238	2,141
B.1.14.6.Site 4	Blue Rock	-	-	2,379	238	2,141
B.1.14.6.Site 5	Burnt Peak	-	-	2,379	238	2,141
B.1.14.6.Site 6	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 7	Compton Court Building	-	-	2,379	238	2,141
B.1.14.6.Site 8	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 9	Claremont	-	-	2,379	238	2,141
B.1.14.6.Site 10	Castro Peak	-	-	2,379	238	2,141
B.1.14.6.Site 11	Dakin Peak	-	-	2,379	238	2,141
B.1.14.6.Site 12	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 13	Encinal 1 (Fire Camp)	-	-	2,379	238	2,141
B.1.14.6.Site 14	Green Mountain	-	-	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>	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum Payable Amount <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.Site 15	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 16	Johnstone Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 17	FS-28	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 18	FS-56	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 19	FS-71	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 20	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 21	FS 77	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 22	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 23	FS-91	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 24	FS-99	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 25	FS-119	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 26	FS-144	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 27	FS-149	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 28	FS-157	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 29	FS-169	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 30	CP-9	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 31	Del Valle Training	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 32	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 33	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 34	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 35	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 36	Mount Disappointment	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 37	Mount Lee	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 38	Mira Loma Facility	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 39	Mount McDill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 40	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 41	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 42	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 43	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 44	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 45	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 46	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 47	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 48	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 49	Pomona 1620 Hillcrest	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 50	Redondo Beach PD	-	\$ 2,379	\$ -	\$ -	\$ -
B.1.14.6.Site 51	Rolling Hills Transmit	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 52	Rio Hondo	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 53	Rancho Palos Verdes City Hall	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 54	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 55	San Dimas	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 56	Signal Hill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 57	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 58	Saddle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 59	Sunset Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 60	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 61	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 62	Topanga Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 63	Tejon Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 64	Tower Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 65	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 66	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 67	Whitaker Middle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 68	100 Wilshire	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 69	Whittaker Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 70	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 71	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 72	L.A. County Fire Command	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 73	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
B.1.15	Inventory and Maintenance Tracking Subsystem	-	-	\$ 974,026	\$ 97,403	\$ 876,623
	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
	Total Lease Costs for Phase 1 – System Design	-	-	\$ -	\$ -	\$ -
Base.22.2.1	Liability Insurance (General and Professional)	-	-	\$ 527,500	\$ -	\$ 527,500

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

Deliverable/Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8,9)</small>	Credits <small>(Note 11)</small>	Contract Sum Payable Amount <small>(Notes 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
Subtotal for Phase 1:		\$ -	\$ 9,517	\$ 9,810,590	\$ 925,332	\$ 8,885,258
ADDITIONAL SITES (AMENDMENT NO. 10)						
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site					
B.1.14.5.Site 76	Airport Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 77	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.5.Site 78	FS-136			\$ -	\$ -	\$ -
B.1.14.5.Site 79	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.5.Site 80	Olinda			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	Permit Approval by Site					
B.1.14.6.Site 76	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 77	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.6.Site 78	FS-136			\$ -	\$ -	\$ -
B.1.14.6.Site 79	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.6.Site 80	Olinda			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 10)		\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
ADDITIONAL SITES (AMENDMENT NO. 16)						
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site					
B.1.14.5.Site 81	Agoura Hills			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 84	Criminal Court (Foltz)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 85	Cerro Negro			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 86	Frost Peak (Upper Blue Ridge)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 87	Grass Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 88	H-17 Helipad			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 89	Los Angeles County Sheriff Temple Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 90	Loop Canyon			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 91	Lower Encinal Pump Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 92	Mirador			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 93	Magic Mountain Link			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 94	Mount Lukens 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 95	Pacific Design Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 96	Los Angeles County Palmdale Sheriff Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 97	Pine Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 98	Portshead Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 100	Verdugo Peak County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	Permit Approval by Site					
B.1.14.6.Site 81	Agoura Hills			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 84	Criminal Court (Foltz)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 85	Cerro Negro			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 86	Frost Peak (Upper Blue Ridge)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 87	Grass Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 88	H-17 Helipad			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 89	Los Angeles County Sheriff Temple Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 90	Loop Canyon			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 91	Lower Encinal Pump Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 92	Mirador			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 93	Magic Mountain Link			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 94	Mount Lukens 2			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 95	Pacific Design Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 96	Los Angeles County Palmdale Sheriff Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 97	Pine Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 98	Portshead Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 100	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 16)		\$ -	\$ -	\$ 161,789	\$ 16,179	\$ 145,610
CORE 1 AND REPEATER SITES (AMENDMENT NO. 3)						
B.3.2 to B.3.6	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

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

Deliverable/Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8,9)</small>	Credits <small>(Note 11)</small>	Contract Sum Payable Amount <small>(Notes 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
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
Subtotal for Core 1 and Repeater Sites:		\$ -	\$ -	\$ 14,373,487	\$ 1,428,369	\$ 12,945,118
CORE 2 (AMENDMENT NO. 3)						
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
LAPDVDC Uninterruptible Power Supply (UPS)						
	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
Subtotal for Core 2 and LAPDVDC UPS:		\$ -	\$ -	\$ 4,044,926	\$ 402,026	\$ 3,642,900
CORE 2 RELOCATION (AMENDMENT NO. 16)						
	Removal and Relocation of Core 2 from LAPDVDC to PLM	-	-	\$ 499,912	\$ -	\$ 499,912
Subtotal for Core 2 Relocation:		\$ -	\$ -	\$ 499,912	\$ -	\$ 499,912
SYSTEM ON WHEELS (AMENDMENT NO. 3)						
	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
Subtotal for System on Wheels:		\$ -	\$ -	\$ 1,218,697	\$ 121,235	\$ 1,097,462
STATION B EQUIPMENT (AMENDMENT NO. 4)						
	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
	MOTOBIDGE 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
Subtotal for Station B Equipment:		\$ -	\$ -	\$ 1,169,047	\$ 116,248	\$ 1,052,799
PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1 (AMENDMENT NO. 2)						
B.1.14.1	Detailed Project Description for Bounded Area Coverage at the following Sites: <small>(Note 4)</small>					
	Century Plaza	-	-	\$ 9,674	\$ 967	\$ 8,707
	LAC/HARBOR+UCLA MEDICAL CENTER	-	-	\$ 11,674	\$ 1,167	\$ 10,507
	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
Total for Bounded Area Coverage Project Descriptions:		\$ -	\$ -	\$ 173,110	\$ 17,311	\$ 155,799
LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)						
	License Coordination Fees	-	-	\$ 20,240	\$ -	\$ 20,240
Total for License Coordination Fees:		\$ -	\$ -	\$ 20,240	\$ -	\$ 20,240

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

Deliverable/Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8,9)</small>	Credits <small>(Note 11)</small>	Contract Sum Payable Amount <small>(Notes 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
PORTABLE RADIO EQUIPMENT, CONSOLETTES, & CONSOLES (AMENDMENT NO. 7)						
	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
	Total for Portable Radio Equipment, Consolettes, & Consoles:	\$ -	\$ -	\$ 5,177,051	\$ -	\$ 5,177,051
PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8)						
	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
	Total for Portable Radio Equipment:	\$ -	\$ -	\$ 3,671,006	\$ -	\$ 3,671,006
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES (AMENDMENT NO. 9)						
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
	Portshead 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
	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
	Total for Project Descriptions for Potential Replacement Sites:	\$ -	\$ -	\$ 303,524	\$ 30,352	\$ 273,172
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 10)						

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

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum Payable Amount <i>(Notes 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.1	Detailed Project Description for Potential Replacement Site(s) as follows:					
	Agoura Hills (AGH)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Descriptions for Potential Replacement Sites:		\$ -	\$ -	\$ 11,674	\$ 1,167	\$ 10,507
POWER LOAD STUDY COSTS (AMENDMENT NO. 10)						
2.2.16	Power Load Study Cost(s)					
	Airport Courthouse (APC)			\$ 8,425	\$ -	\$ 8,425
	Inglewood Courthouse (ICC)			\$ 8,425		\$ 8,425
Total for Power Load Study Costs:		\$ -	\$ -	\$ 16,850	\$ -	\$ 16,850
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 11)						
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
Total for Project Descriptions for Potential Replacement Sites:		\$ -	\$ -	\$ 23,348	\$ 2,335	\$ 21,013
FCC LICENSING (AMENDMENT NO. 12)						
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 Management Services for FCC Licensing	-	-	\$ 14,000	\$ 1,400	\$ 12,600
Total for FCC Licensing:		\$ -	\$ -	\$ 423,117	\$ 42,312	\$ 380,805
SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)						
	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
Total for Specified Equipment Bridge Warranty:		\$ -	\$ -	\$ 647,533	\$ -	\$ 647,533
PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 12)						
	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
	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
Total for Portable Radio Equipment		\$ -	\$ -	\$ 386,234	\$ -	\$ 386,234
LEASE EXHIBIT (AMENDMENT NO. 13)						
	Baldwin Hills			\$ 532	\$ 53	\$ 479
	Black Jack Peak			\$ 532	\$ 53	\$ 479

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

Deliverable/Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8,9)</small>	Credits <small>(Note 11)</small>	Contract Sum Payable Amount <small>(Notes 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
	Bald Mountain			\$ 396	\$ 40	\$ 356
	Compton Court Building			\$ 532	\$ 53	\$ 479
	Claremont			\$ 396	\$ 40	\$ 356
	Castro Peak			\$ 532	\$ 53	\$ 479
	Dakin Peak			\$ 532	\$ 53	\$ 479
	Encinal 1 (Fire Camp)			\$ 532	\$ 53	\$ 479
	L.A. County Fire Command			\$ 532	\$ 53	\$ 479
	Green Mountain			\$ 532	\$ 53	\$ 479
	Hauser Peak			\$ 396	\$ 40	\$ 356
	Mira Loma Facility			\$ 532	\$ 53	\$ 479
	Mount McDill			\$ 532	\$ 53	\$ 479
	Monte Vista (Star Center)			\$ 532	\$ 53	\$ 479
	Oat Mountain			\$ 532	\$ 53	\$ 479
	Oat Mountain Nike			\$ 532	\$ 53	\$ 479
	Puente Hills			\$ 532	\$ 53	\$ 479
	Pomona 1620 Hillcrest			\$ 532	\$ 53	\$ 479
	Rolling Hills Transmit			\$ 532	\$ 53	\$ 479
	Rio Hondo			\$ 532	\$ 53	\$ 479
	San Dimas			\$ 532	\$ 53	\$ 479
	Signal Hill			\$ 532	\$ 53	\$ 479
	Saddle Peak			\$ 532	\$ 53	\$ 479
	Topanga Peak			\$ 532	\$ 53	\$ 479
	Tejon Peak			\$ 532	\$ 53	\$ 479
	Tower Peak			\$ 532	\$ 53	\$ 479
	100 Wilshire			\$ 532	\$ 53	\$ 479
	Airport Courthouse			\$ 532	\$ 53	\$ 479
	Olinda			\$ 396	\$ 40	\$ 356
	Total for Lease Exhibit			\$ 14,884	\$ 1,488	\$ 13,396
STATION B & SOW REPROGRAMMING (AMENDMENT NO. 14)						
	Equipment			\$ 15,260	\$ 1,526	\$ 13,734
	MSI Design and Implementation Services			\$ 43,848	\$ 4,385	\$ 39,463
	Special Temporary Authority			\$ 5,148	\$ 515	\$ 4,633
	Total for Station B & Sow Reprogramming			\$ 64,256	\$ 6,426	\$ 57,830
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 15)						
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
B.1.14.1	Baldwin Hills -LA-RICS			\$ 11,674	\$ 1,167	\$ 10,507
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
B.1.14.1	Los Angeles County Sheriff Temple Station			\$ 11,674	\$ 1,167	\$ 10,507
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
	Total for Project Descriptions for Potential Replacement Sites:	\$ -	\$ -	\$ 128,414	\$ 12,841	\$ 115,577
SYSTEM REDESIGN (AMENDMENT NO. 16)						
	LMR System Redesign			\$ 1,054,440	\$ -	\$ 1,054,440
	Total for System Redesign:			\$ 1,054,440	\$ -	\$ 1,054,440
PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)						
	LACF134			\$ 11,674	\$ -	\$ 11,674
	Total for System Redesign:			\$ 11,674	\$ -	\$ 11,674
	Total for Phase 1 - System Design	\$ -	\$ 9,517	\$ 43,424,837	\$ 3,125,525	\$ 40,287,643

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.

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

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum Payable Amount <i>(Notes 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
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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.

purchase of portable radios, radio accessories, consolettes, and consoles. In connection therewith, a Unilateral Option Sum in the amount of \$5,177,051 was added to Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Seven, 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 _____, 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 _____, 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.

**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>	Deliverable	Total Unilateral Option Sum for Equipment <small>(Note 1)</small>	Equipment Purchase in Phase I Credit per Site <small>(Note 1)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable for Equipment	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	Equipment Delivery											
B.3.2 to B.3.6.Site 1	Baldwin Hills	\$ (1,002,901)	\$ (1,002,901)	\$ 1,002,901	\$ 232,691	\$ 131,706	\$ 123,657	\$ 79,827	\$ -	\$ 567,881	\$ 56,788	\$ 511,093
B.3.2 to B.3.6.Site 2	Black Jack Peak	\$ 828,779	\$ (911,752)	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 3	Bald Mountain	\$ -	\$ (479,842)	\$ 482,925	\$ 92,238	\$ 425,665	\$ 45,509	\$ 36,032	\$ -	\$ 602,527	\$ 60,253	\$ 542,274
B.3.2 to B.3.6.Site 4	Blue Rock	\$ 689,729	\$ -	\$ 40,629	\$ 92,357	\$ 426,740	\$ 80,765	\$ 49,237	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 5	Burnt Peak	\$ 770,548	\$ -	\$ 174,617	\$ 92,019	\$ 425,426	\$ 45,188	\$ 33,297	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 6	Beverly Glen	\$ -	\$ -	\$ 546,877	\$ 165,584	\$ 289,171	\$ 45,010	\$ 27,717	\$ -	\$ 1,074,359	\$ 107,436	\$ 966,923
B.3.2 to B.3.6.Site 7	Compton Court Building	\$ -	\$ (479,318)	\$ 482,397	\$ 232,114	\$ -	\$ -	\$ 36,176	\$ -	\$ 271,369	\$ 27,137	\$ 244,232
B.3.2 to B.3.6.Site 8	Century Plaza	\$ 316,876	\$ -	\$ -	\$ 165,754	\$ 84,008	\$ -	\$ 67,114	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 9	Claremont	\$ -	\$ -	\$ -	\$ 205,482	\$ 79,880	\$ 45,667	\$ 30,252	\$ -	\$ 361,282	\$ 36,128	\$ 325,154
B.3.2 to B.3.6.Site 10	Castro Peak	\$ 728,811	\$ (544,635)	\$ 548,133	\$ 166,212	\$ 426,740	\$ 80,765	\$ 51,596	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 11	Dakin Peak	\$ 1,230,281	\$ -	\$ 483,521	\$ 198,377	\$ 427,813	\$ 80,964	\$ 39,606	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 12	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 13	Encinal 1 (Fire Camp)	\$ 394,379	\$ -	\$ 241,403	\$ -	\$ 79,904	\$ 45,708	\$ 27,363	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 14	Green Mountain	\$ 1,250,923	\$ -	\$ 548,133	\$ 166,212	\$ 426,740	\$ 45,708	\$ 64,131	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 15	Hauser Peak	\$ -	\$ (911,455)	\$ 917,311	\$ 87,105	\$ 604,107	\$ 80,566	\$ 46,752	\$ -	\$ 824,385	\$ 82,439	\$ 741,947
B.3.2 to B.3.6.Site 16	Johnstone Peak	\$ 802,712	\$ (480,139)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 17	FS 28	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 39,603	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6.Site 18	FS 56	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 28,341	\$ -	\$ 204,397	\$ 20,440	\$ 183,957
B.3.2 to B.3.6.Site 19	FS 71	\$ 314,877	\$ -	\$ -	\$ 197,263	\$ 87,218	\$ -	\$ 30,396	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 20	FS 72	\$ 825,571	\$ -	\$ 546,319	\$ 165,304	\$ 87,051	\$ -	\$ 26,897	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 21	FS 77	\$ -	\$ -	\$ 868,772	\$ -	\$ 253,795	\$ -	\$ 26,513	\$ -	\$ 1,149,080	\$ 114,908	\$ 1,034,172
B.3.2 to B.3.6.Site 22	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 23	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6.Site 24	FS 99	\$ 823,549	\$ -	\$ 546,820	\$ 197,263	\$ 79,467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 25	FS 119	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 38,033	\$ -	\$ 214,089	\$ 21,409	\$ 192,680
B.3.2 to B.3.6.Site 26	FS 144	\$ -	\$ -	\$ 240,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,747	\$ 24,075	\$ 216,672
B.3.2 to B.3.6.Site 27	FS 149	\$ -	\$ -	\$ -	\$ -	\$ 79,467	\$ -	\$ 38,070	\$ -	\$ 117,537	\$ 11,754	\$ 105,783
B.3.2 to B.3.6.Site 28	FS 157	\$ -	\$ -	\$ -	\$ -	\$ 422,800	\$ -	\$ -	\$ -	\$ 422,800	\$ 42,280	\$ 380,520
B.3.2 to B.3.6.Site 29	FS 169	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 43,429	\$ -	\$ 219,485	\$ 21,949	\$ 197,537
B.3.2 to B.3.6.Site 30	CP 9	\$ 277,272	\$ -	\$ -	\$ 91,920	\$ 79,467	\$ -	\$ 105,886	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 31	Del Valle Training	\$ -	\$ -	\$ 372,867	\$ 91,920	\$ 164,574	\$ -	\$ 32,590	\$ -	\$ 661,951	\$ 66,195	\$ 595,756
B.3.2 to B.3.6.Site 32	LA City Hall <small>Note 4</small>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 33	Lower Blue Ridge	\$ -	\$ -	\$ 40,629	\$ 241,077	\$ 426,740	\$ 123,657	\$ 45,368	\$ -	\$ 877,470	\$ 87,747	\$ 789,723
B.3.2 to B.3.6.Site 34	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 176,055	\$ -	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 283,372	\$ 28,337	\$ 255,035
B.3.2 to B.3.6.Site 35	Magic Mountain	\$ -	\$ -	\$ 40,629	\$ 223,295	\$ 426,740	\$ 45,708	\$ 89,241	\$ -	\$ 825,613	\$ 82,561	\$ 743,052
B.3.2 to B.3.6.Site 36	Mount Disappointment	\$ -	\$ (544,635)	\$ 548,133	\$ 205,519	\$ 426,740	\$ 123,657	\$ 30,685	\$ -	\$ 790,099	\$ 79,010	\$ 711,089
B.3.2 to B.3.6.Site 37	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.Site 38	Mira Loma Facility	\$ -	\$ (911,752)	\$ 917,609	\$ 205,383	\$ -	\$ 45,708	\$ 31,324	\$ -	\$ 288,273	\$ 28,827	\$ 259,446
B.3.2 to B.3.6.Site 39	Mount McDill	\$ 439,393	\$ (480,139)	\$ 483,223	\$ -	\$ 295,046	\$ 80,765	\$ 60,498	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 40	Mount Lukens	\$ -	\$ (547,298)	\$ 547,298	\$ 314,235	\$ 424,232	\$ 123,192	\$ 73,460	\$ -	\$ 935,119	\$ 93,512	\$ 841,607
B.3.2 to B.3.6.Site 41	Mount Thom	\$ 804,736	\$ -	\$ 696,171	\$ -	\$ -	\$ 80,765	\$ 27,801	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 42	Mount Washington	\$ -	\$ -	\$ -	\$ 198,138	\$ -	\$ 45,708	\$ 62,362	\$ -	\$ 306,208	\$ 30,621	\$ 275,587
B.3.2 to B.3.6.Site 43	Monte Vista (Star Center)	\$ -	\$ (482,444)	\$ 482,444	\$ 354,930	\$ -	\$ 80,245	\$ 30,352	\$ -	\$ 465,528	\$ 46,553	\$ 418,975
B.3.2 to B.3.6.Site 44	Oat Mountain OAT	\$ 81,295	\$ (175,367)	\$ 176,493	\$ -	\$ -	\$ -	\$ 80,168	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 45	Oat Mountain OMC	\$ 854,894	\$ -	\$ 176,490	\$ 92,354	\$ 426,709	\$ 123,651	\$ 35,691	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 46	Oat Mountain Nike	\$ -	\$ -	\$ 203,799	\$ -	\$ -	\$ -	\$ 27,471	\$ -	\$ 231,270	\$ 23,127	\$ 208,143
B.3.2 to B.3.6.Site 47	Puente Hills	\$ 922,240	\$ (479,842)	\$ 482,925	\$ 355,603	\$ 485,146	\$ 45,509	\$ 32,899	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 48	Portal Ridge	\$ -	\$ (480,139)	\$ 483,223	\$ 92,357	\$ 132,679	\$ 45,708	\$ 54,116	\$ -	\$ 327,945	\$ 32,795	\$ 295,151
B.3.2 to B.3.6.Site 49	Pomona 1620 Hillcrest	\$ -	\$ -	\$ 483,223	\$ -	\$ -	\$ 45,708	\$ 32,929	\$ -	\$ 561,860	\$ 56,186	\$ 505,674
B.3.2 to B.3.6.Site 50	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,620	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 51	Rolling Hills Transmitt	\$ -	\$ (911,752)	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 395,364	\$ 39,536	\$ 355,828
B.3.2 to B.3.6.Site 52	Rio Hondo	\$ 612,387	\$ (911,455)	\$ 917,311	\$ 383,845	\$ 109,525	\$ 80,566	\$ 32,596	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 53	Rancho Palos Verde City Hall	\$ 213,859	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 37,803	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 54	San Augustine	\$ 862,212	\$ -	\$ 548,133	\$ 205,519	\$ -	\$ 80,765	\$ 27,795	\$ -	\$ -	\$ -	\$ -

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

Deliverable / Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Total Unilateral Option Sum for Equipment (Note 1)	Equipment Purchase in Phase 1 Credit per Site (Note 1)	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits (Note 2)	Total Contract Sum - Total Payable Amount for Equipment	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6.Site 55	San Dimas	\$ 334,736	\$ (480,139)	\$ 483,223	\$ 205,519	\$ -	\$ 80,765	\$ 45,368	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 56	Signal Hill	\$ 815,924	\$ -	\$ 483,223	\$ 289,775	\$ -	\$ -	\$ 42,926	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 57	San Pedro Hill	\$ 1,039,983	\$ -	\$ 483,223	\$ 356,021	\$ 171,476	\$ -	\$ 29,263	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 58	Saddle Peak	\$ 1,284,413	\$ -	\$ 548,133	\$ 198,138	\$ 426,740	\$ 80,765	\$ 30,636	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 59	Sunset Ridge	\$ 793,544	\$ -	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 60	San Vicente Peak	\$ 1,036,887	\$ -	\$ 548,133	\$ 166,212	\$ 210,547	\$ 80,765	\$ 31,230	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 61	Southwest Area Station	\$ 162,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,316	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 62	Topanga Peak	\$ 1,203,027	\$ -	\$ 1,002,901	\$ -	\$ 79,904	\$ 80,765	\$ 39,457	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 63	Tejon Peak	\$ 219,249	\$ (480,139)	\$ 483,223	\$ 92,357	\$ -	\$ 80,765	\$ 43,042	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 64	Tower Peak	\$ 707,395	\$ (479,365)	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 65	Verdugo Peak (city)	\$ -	\$ (522,426)	\$ 546,881	\$ 222,460	\$ 79,487	\$ 122,961	\$ 39,625	\$ -	\$ 488,988	\$ 48,899	\$ 440,089
B.3.2 to B.3.6.Site 66	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 67	Whittaker Middle Peak	\$ 602,173	\$ (479,332)	\$ 482,412	\$ 92,033	\$ 423,818	\$ 45,167	\$ 38,076	\$ -	\$ (363,599)	\$ (36,360)	\$ (327,239)
B.3.2 to B.3.6.Site 68	100 Wilshire	\$ 272,892	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 69	Whittaker Ridge	\$ 410,870	\$ (479,332)	\$ 482,412	\$ 205,032	\$ 79,580	\$ 80,224	\$ 42,956	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 70	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,945	\$ -	\$ 37,944	\$ 3,794	\$ 34,150
B.3.2 to B.3.6.Site 71	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,877	\$ -	\$ 35,876	\$ 3,588	\$ 32,288
B.3.2 to B.3.6.Site 72	L.A. County Fire Command	\$ -	\$ (544,635)	\$ 548,133	\$ 198,138	\$ 14,711	\$ -	\$ 67,617	\$ -	\$ 283,965	\$ 28,397	\$ 255,569
B.3.2 to B.3.6.Site 73	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ 14,711	\$ -	\$ 37,705	\$ -	\$ 52,416	\$ 5,242	\$ 47,174
B.3.2 to B.3.6.Site 74	FCCP_Core	\$ 41,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 75	LAPDVDC_Core	\$ 41,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ -	\$ -	\$ -
Site Equipment Subtotal		\$ 23,011,868	\$ (14,748,364)	\$ 25,945,412	\$ 9,041,738	\$ 12,002,773	\$ 3,163,247	\$ 2,925,101	\$ 212,620	\$ 14,954,442	\$ 1,495,444	\$ 13,458,998
ADDITIONAL SITES (AMENDMENT NO. 10)												
B.3.2 to B.3.6	Equipment Delivery											
B.3.2 to B.3.6.Site 76	Airport Courthouse		\$ -	\$ 176,055				\$ 33,561		\$ 209,616	\$ 20,962	\$ 188,654
B.3.2 to B.3.6.Site 77	Beverly Hills' Coldwater Canyon Park		\$ -	\$ 547,379	\$ 165,834			\$ 29,375		\$ 742,588	\$ 74,259	\$ 668,329
B.3.2 to B.3.6.Site 78	FS 136		\$ -	\$ 176,254	\$ -	\$ -	\$ -	\$ 39,134		\$ 215,389	\$ 21,539	\$ 193,850
B.3.2 to B.3.6.Site 79	LA City Hall East (Note 4)		\$ (547,158)	\$ 547,158	\$ 66,058			\$ 49,600		\$ 115,658	\$ 11,566	\$ 104,092
B.3.2 to B.3.6.Site 80	Olinda		\$ -	\$ -				\$ 31,324		\$ 31,324	\$ 3,132	\$ 28,192
Subtotal for Additional Sites (Amendment No. 10)		\$ -	\$ (547,158)	\$ 1,446,847	\$ 231,893	\$ -	\$ -	\$ 182,994	\$ -	\$ 1,314,575	\$ 131,458	\$ 1,183,118
B.3.7	Consoles for LARTCS	\$ 502,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.8	Logging Recorder	\$ 1,576,467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.9	System Management and Monitoring Subsystem	\$ 445,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B-1-6	PCC Licensing (Note 6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.ACVRs	Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ 746,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.LARTCS	Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ 966,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.NMDN	Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ 254,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.FINAL	Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ 250,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.2.BALANCE	Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ 2,456,627	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Equipment Shipment: Credit for Portable Radio Upgrades	\$ (361,900)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.3.2	Performance Bond for Phase 3 - Supply LMR System Components	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 474,041	\$ 47,404	\$ 426,637
	Total Lease Costs for Phase 3 - Supply LMR System Components		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1	Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691	\$ 44,069	\$ 396,622
Total for Phase 3 - Supply LMR System Components:		\$ 32,193,326	\$ (15,295,522)	\$ 27,392,259	\$ 9,273,631	\$ 12,002,773	\$ 3,163,247	\$ 3,108,096	\$ 212,620	\$ 17,183,749	\$ 1,718,375	\$ 15,465,374

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

Deliverable / Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Total Unilateral Option Sum for Equipment (Note 1)	Equipment Purchase in Phase 1 Credit per Site (Note 1)	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits (Note 2)	Total Contract Sum - Total Payable Amount for Equipment	10% Holdback Amount	Payable Amount Less 10% Holdback
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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 _____, 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).



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>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES AND THE JUDICIAL COUNCIL OF CALIFORNIA

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form, one or more Site Access Agreements (SAAs) or amendments to existing SAAs with the County of Los Angeles and the Judicial Council of California, for the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority, which will allow for the design, construction, implementation, operation, and maintenance of the LMR System infrastructure at four (4) LMR System Sites identified in Enclosure 1 contemplated in the LMR System Design, are statutorily exempt from review under the California Environmental Quality Act (CEQA), pursuant to Public Resources Code Section 21080.25 for reasons stated in this letter and as noted in the record of the project.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, one or more Site Access Agreements or amendments to existing SAAs with the County of Los Angeles and the Judicial Council of California.

AGENDA ITEM L

BACKGROUND

At the May 16, 2013 Board meeting, your Board directed staff to begin negotiations with various jurisdictions for Site Access Agreements ("SAAs") for licensing the use of specific sites to the Authority for its use as a Land Mobile Radio ("LMR") and/or Long Term Evolution ("LTE") broadband communication site. With respect to LMR, discussions and negotiations with the County of Los Angeles and the Judicial Council of California are near complete. Both the County of Los Angeles and the Judicial Council of California previously permitted the installation of LTE equipment at their sites, which resulted in the previously executed attached Site Access Agreements at Enclosure 2 and Enclosure 3.

By entering into the Site Access Agreements or amendments to existing SAAs with the County of Los Angeles and the Judicial Council of California, it will provide the Authority with a license to use a portion of their owned or leased property for use as a LMR communications site(s). A list of the sites is enclosed as Enclosure 1. The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LMR communications facility. Delegated authority is requested to execute the Site Access Agreements or amendments to existing SAAs on substantially similar terms and conditions as previously approved by your Board for the LTE and/or LMR installations with these two jurisdictions. By granting approval for the execution of the SAAs and or amendments with the County of Los Angeles and the Judicial Council of California, it will assist in keeping the LMR project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

With respect to construction of each of the 4 LMR System Sites, it would allow for greater frequency flexibility and would increase coverage, especially in those areas where there is no current or very limited LMR coverage. The addition of new LMR infrastructure at these 4 LMR System Site locations throughout the county will provide public safety the opportunity to increase their coverage footprint for their responders. With increased coverage, LA-RICS and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

Public Resources Code section 21080.25, the statutory CEQA exemption adopted specifically for LA-RICS, exempts certain elements of LA-RICS LMR System from CEQA review so long as they meet certain criteria set forth in the exemption. The Site Access Agreements allow for the Authority to conduct work related to the design, construction, implementation, operation, and maintenance of LMR infrastructure at these 4 sites owned or leased by the County of Los Angeles and the Judicial Council of California.

The Authority's staff and environmental consultants have reviewed the 4 sites covered by the SAAs and have determined that the 4 sites identified in Enclosure 1 meet all of the criteria for exemption set forth in Public Resources Code Section 21080.25 (summarized below). This determination is based upon substantial evidence in the record that shows each of the following, as required by the exemption:

- All of the sites identified in Enclosure 1 are publicly owned and already contain antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- Construction and implementation at each of the sites identified in Enclosure 1 would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- Construction and implementation at each of the sites identified in Enclosure 1 would not have a substantial adverse impact on historical resources pursuant to Section 21084.1.
- Operation of LMR facilities at each of the sites identified in Enclosure 1 would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.
- The LMR antenna support structures for the sites identified in Enclosure 1 would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. All proposed lattice towers for the sites identified shall not exceed 180 feet in height without appurtenances and

attachments, and all proposed monopoles for the sites identified shall not exceed 70 feet in height without appurtenances and attachments.

- Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.
- None of the sites are located on a school or sacred cultural site.

Approval of the SAA and construction and implementation of LMR infrastructure at CEQA-exempt sites does not commit or compel the Authority to construct any additional LMR facilities or infrastructure, including infrastructure at any of the LMR System Sites identified in Agreement No. LA-RICS 007 between the Authority and Motorola, as may be amended. All potential LMR System Sites identified in Agreement No. LA-RICS 007, as may be amended, that are not exempt from CEQA under the statutory exemption for LA-RICS in Public Resources Code section 21080.25, will be evaluated in an Environmental Impact Report (EIR).

Approval of the SAA and construction and implementation of the LMR infrastructure at the 4 sites does not commit the Authority to future approval of construction or implementation of LMR infrastructure at any non-exempt site. Construction and implementation of LMR infrastructure at non-CEQA-exempt sites would only occur if the Authority certifies the EIR and approves construction of LMR facilities at these sites. If the Authority approves LMR infrastructure at any of the sites identified in the SAA, it still retains discretion to deny or modify construction/implementation at any of the non-CEQA-exempt sites for any reason.

Upon the Board's approval of the recommended actions, Notices of Exemption for the individual project sites will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines. The date that the notices are filed will be identified on the Authority's website in compliance with the legislative intent of Assembly Bill 1486, which added Public Resources Code Section 21080.25.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:wst

c: Counsel to the Authority

Enclosures

EXHIBIT A
SITE DESCRIPTION

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
CCT	Criminal Court Building	State of California	210 W Temple St	Los Angeles	CA	90012	1
CRN	Cerro Negro	LA County	San Rafael Hills	La Canada Flintridge	CA	91011	5
LASDTEM	Temple	LA County	8838 E Las Tunas Dr	Temple City	CA	91780	5
PLM	Palmdale	LA County	750 E Avenue Q	Palmdale	CA	93550	5

LTE SITE ACCESS AGREEMENT

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this 22nd day of August, 2014,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "Owner"

AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority."

RECITALS:

WHEREAS, Owner is a member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("Real Property"); and

WHEREAS, Owner desires to license the use of a portion of the Real Property to the LA-RICS Authority for use as a Long Term Evolution ("LTE") broadband communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LTE telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not, retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable LTE telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LTE site located on the Real Property in accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LTE SITE**

- 1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LTE Site").
- 1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its as-is condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.
- 1.03 LA-RICS AUTHORITY, the LTE Vendor and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.
- 1.04 LA-RICS AUTHORITY hereby acknowledges the title of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.
- 1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

- 2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site for the installation, operation, maintenance, and repair of a LTE facility. The LA-RICS AUTHORITY (and/or its member agencies,

the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LTE system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week without notice. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site and/or the Real Property hereunder, including without limitation usage by the LTE Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; provided, however, that such Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

3. **APPROVALS/DESIGN REVIEW**

The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LTE Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain Owner approval prior to implementation of said plans.

Conceptual site plans for the LTE Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and Owner's (or Owner's authorized agent's) approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. Owner agrees that it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide Owner with a notice of work commencement and an estimated time of completion for each LTE Site.

Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 and in Section 8.

Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and approve, such plans and specifications.

7. **INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the Real Property to any third party for the purpose of

installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

- 7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.
- 7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.
- 7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide Owner with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due

and payable to Owner upon invoice accompanied by supporting documentation of such fee. Owner shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by Owner.

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner.

9. **MAINTENANCE**

Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the County of Los Angeles Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY, its LTE Vendor and the First Net Parties shall:

- (a) Comply with and abide by all applicable rules, regulations and directions of Owner.
- (b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LTE Site.
- (c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.
- (d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

12. **RELOCATION**

12.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

- (a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;
- (b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;
- (c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and
- (d) LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

- (a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;
- (b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to

obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

- (c) LA-RICS AUTHORITY shall give Owner at least sixty (60) days written notice of the requested relocation; requested relocation shall be subject to prior approval by Owner, such approval not to be unreasonably withheld.

13. **ACCESS TO LTE SITE**

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LTE Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS AUTHORITY's cost.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS

AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property. LA-RICS AUTHORITY shall conform to Owner's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

15.02 **Interference With Public Safety Systems.** In the event of any interference with Owner's Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 **Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS promptly meet with Owner to cooperatively discuss and reach agreement on how such interference will be resolved. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is

of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

15.04 **Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

15.05 **Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its Special Districts, agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

- (a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed

to name the Owner as an additional insured, and shall include, but not be limited to:

- (1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Per occurrence \$1 million

- (2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

- (b) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

- (c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear

and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

(d) **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than
General Aggregate: \$50 million
Products/Completed Operations Aggregate: \$50 million
Personal and Advertising Injury: \$25 million
Each Occurrence: \$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover

liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

18.03 Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of this Agreement.

18.04 Notification of Incidents. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be

thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

18.05 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

19.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY' use of the LTE Site.

20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.

20.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail -Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor
Monterey Park, California 91754
ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY.

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

County of Los Angeles
Chief Executive Office – Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attn: Property Management

or such other place as may hereinafter be designated in writing by Owner.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. **LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS

AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within the time provided in this section, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of Owner.

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of Owner, which consent will be at Owner's sole discretion. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

25.02 To effect an assignment or transfer pursuant to this Section 25, LA-RICS AUTHORITY shall first deliver to the Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;

- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the OWNER.

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicense shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

26. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property;

provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS

AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

29. **WAIVER**

29.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

29.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE Site in the event of one of the following: (a) the applicable Real Property or the LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LTE Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LTE Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's acts or omissions.

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

34. **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

36. **COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

36.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race,

creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

36.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

36.04 If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

36.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the

Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

39.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so

marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.

40.02 Habitation. The LTE Site shall not be used for human habitation.

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary

or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **BANKRUPTCY**

The Owner and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

LA-RICS AUTHORITY and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by LA-RICS AUTHORITY, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of LA-RICS AUTHORITY or any County lobbyist or County lobbying firm retained by LA-RICS AUTHORITY to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

49. **ENFORCEMENT**

The Owner's Chief Executive Officer shall be responsible for the enforcement of this Agreement on behalf of Owner and shall be assisted therein by those officers, employees, or committees of Owner having duties in connection with the administration thereof.

50. **SOLICITATION OF CONSIDERATION**

50.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee

shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

50.02 LA-RICS AUTHORITY shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

51. **ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the Owner's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

52. **WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.01 LA-RICS AUTHORITY acknowledges that the County has established a goal of ensuring that all LA-RICS AUTHORITY's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

52.02 As required by the County's Child Support Compliance Program (Owner Code Chapter 2.200) and without limiting the LA-RICS AUTHORITY's duty under this Agreement to comply with all applicable provisions of law, the LA-RICS AUTHORITY warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. **RECYCLED BOND PAPER**


Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, LA-RICS AUTHORITY agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: 
Name: Patrick J. Mallon
Its: Executive Director

By: 
William T Fujioka
Chief Executive Officer


APPROVED AS TO FORM:

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

RICHARD D. WEISS
Acting County Counsel

By: 
Deputy

By: 
Deputy

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: 

EXHIBIT A

SITE DESCRIPTION

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code
LASDTEM	Temple	LA County Sheriff's Dept	8838 E. Las Tunas Dr	Temple City	CA	91780

EXHIBIT B

EQUIPMENT LIST

LA County Sheriff's Dept - LASDTEM

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C
SITE PLAN**

[TO BE INCORPORATED BY REFERENCE]

LTE SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this 27th day of July, 2015,

BY AND BETWEEN

JUDICIAL COUNCIL OF CALIFORNIA,
hereinafter referred to as "Owner"

AND

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY,** a Joint Powers
Authority, hereinafter referred to as "LA-
RICS Authority."

RECITALS:

WHEREAS, LA-RICS Authority which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

WHEREAS, Owner owns certain real property hereto with a street address of 210 West Temple Street, Los Angeles, California 90012 more fully described on the exhibit attached hereto as Exhibit A (the "Real Property") and the building located thereon known as the Clara Shortridge Foltz Criminal Justice Center (the "Building"); and

WHEREAS, the Building is occupied and used as a trial court facility by the Superior Court of California, County of Los Angeles (the "Court") and for general office purposes by the County of Los Angeles (the "County"); and

WHEREAS, Owner is willing to permit use of a portion of the rooftop of the Building by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS the: (a) LA-RICS Authority has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-

RICS (the LA-RICS Authority, the LMR Vendor, the LTE Vendor, the First Net Parties, the LA-RICS Authority's member agencies and their respective elected and appointed officials, directors, employees, agents and representatives may hereafter be referred to as the "LA-RICS Parties"); and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by this Agreement for use of a LTE site located on the rooftop of the Building in accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. LTE SITE; LICENSE

1.01 Owner hereby licenses to the LA-RICS Authority and LA-RICS Authority hereby accepts from Owner on the terms and conditions set forth herein, approximately 1000 square feet of space on the rooftop of the Building, together with all necessary space and rights for utilities, as depicted on the drawings attached hereto as Exhibit A and incorporated herein by this reference (the "LTE Site") to be used solely for the Permitted Activities (defined below).

1.02 The LA-RICS Authority acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS Authority accepts the LTE Site in its "as-is" condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for LA-RICS Authority's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS Authority, the LTE Vendor, and/or any other agents of LA-RICS Authority identified in writing by the LA-RICS Authority to Owner not less than 48 hours in advance of any attempted access to the Real Property (each an "Authorized Agent") may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS Authority's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS Authority hereby acknowledges the title or other legal right of possession of Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. It is understood and agreed that LA-RICS Authority, by the acceptance of this Agreement and the grant of rights herein, and by LA-RICS Authority's use and occupancy of the LTE Site for the sole purpose set forth above and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the LTE Site, the Building, or any other part of the Real Property, and LA-RICS Authority does not have nor will it ever obtain any right or

claim to the continued use of the LTE Site or any other part of the Real Property beyond those specifically given in and by this Agreement.

1.05 Ownership of the LTE Facility (defined below) and all other alterations, additions or betterments thereto shall remain with the LA-RICS Authority or with its federal grantor (NTIA) or other agency which could become the successor title holder under applicable LA-RICS grant agreements or other similar documents. The LA-RICS Authority may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and, subject to section 17 below, Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS Authority, the LTE Vendor, and/or any other agents of LA-RICS Authority identified by the LA-RICS Authority in writing not less than 48 hours in advance of any attempted access to the Real Property: (a) subject at all times to the requirements of section 3 below, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE communications system, which consists of the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (the "LA-RICS Facility"), and (b) subject at all times to the access requirements set forth in section 13 below and Exhibit D, shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS Authority shall ensure that all usage of the LTE Site and/or the Real Property hereunder, including without limitation usage by the LTE Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; provided, however, that except as expressly provided in this Agreement, such Owner authority shall not include the exercise of any right or power that would materially interfere with the LA-RICS Facility.

3. APPROVALS/DESIGN REVIEW

3.01 The LA-RICS Authority shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LA-RICS Facility to be constructed at the LTE Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval. LA-RICS

Authority agrees to discuss with Owner any Owner concerns regarding the proposed plans and to address such concerns prior to implementation of said plans.

3.02 Upon Owner's approval of the final site plan for the LA-RICS Facility at the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan).

3.03 The LA-RICS Authority represents and warrants that the LA-RICS Authority is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS Authority's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS Authority has adopted County's operating mode). Owner and the LA-RICS Authority agree that the LA-RICS Authority will comply with the Building Code requirements of the governmental authority having jurisdiction over the Real Property and will seek only those governmental approvals that would normally apply to County as an occupant and user of state-owned real property. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be addressed to Owner's satisfaction throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

3.04 Prior to the commencement of construction and installation of the LTE Facility, including any and all modifications thereto, and at all times thereafter, LA-RICS Authority will: (i) procure, maintain and comply with all permits, licenses, variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Real Property is located and any other governmental and quasi-governmental authorities having appropriate jurisdiction over the Real Property; (ii) conform to and comply with all applicable laws, rules and regulations, including those of the Federal Communications Commission, all Hazardous Materials (defined below) requirements, all State Fire Marshal Requirements, all marking and lighting requirements of the FAA and the California Occupational Safety and Health Administration; (iii) provide to Owner copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section and all insurance required hereunder; (iv) comply with all screening or other covering requirements that Owner may, in its reasonable discretion, require in order to camouflage or conceal all or any part of the LTE Facility visible from the street level below and that are not otherwise required by the permitting jurisdiction; and (v) comply with the other applicable terms and conditions contained herein including but not limited to the interference prohibitions set forth herein.

3.05 Should ministerial permits be required, Owner shall process such permits within its jurisdiction with commercially reasonable diligence. The LA-RICS Authority may perform and obtain, at the LA-RICS Authority's sole cost and expense, engineering reports, environmental investigations or other tests or reports on, over, and under each

LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS Authority's use of the LTE Site will be compatible with the LA-RICS Authority's engineering specifications and design and operational requirements provided that all access to the Real Property required for such reports, investigations and other tests (i) must be scheduled in advance with Owner, (ii) will be subject to the access restrictions and requirements set forth in Section 13 below, and (iii) LA-RICS Authority will repair and restore any damage caused to the Real Property in the course of completing any such reports, investigations or other tests. Owner shall work cooperatively and expeditiously with the LA-RICS Authority to complete review and approval of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

3.06 Prior to the submission of any plans and specifications by LA-RICS Authority to Owner pursuant to section 3.01 above or section 6 below for a construction project for which a permit is required under the applicable building code, the LA-RICS Authority shall pay to Owner a non-refundable fee in the amount of \$3,500 in order to compensate Owner for the cost of: (i) the construction plan review required by this Agreement; (ii) permit applications if and to the extent Owner is the permitting authority; (iii) inspection, testing and approvals required or permitted by this Agreement; and (iv) Owner-provided escorts otherwise payable pursuant to Section 13 and Exhibit D below.

4. TERM

4.01 The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and end ten years thereafter on _____, 2025 ("**Original Term**"), subject to early termination (including without limitation Owner's right to terminate pursuant to Section 28 (Default) hereof, or any options to extend, as set forth in this section.

4.02 Licensee shall have the right to extend its rights under the Agreement beyond the Original Term for two additional successive optional extension terms of five years each on the same terms, covenants and conditions (except as to the number of remaining option terms) as are contained in this Agreement (each, an "**Extension Term**") upon the giving of written notice thereof no less than 120 days prior to the end of the Original Term or Extension Term then ending, as the case may be.

4.03 Notwithstanding the foregoing, either Party may terminate this Agreement upon the giving of 180 days prior written notice for any reason or for no reason.

5. CONSIDERATION

The consideration for the use granted herein shall be LA-RICS Authority's compliance with all of the terms and conditions of this Agreement.

6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT

Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS Authority's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS Authority's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS Authority (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS Authority's option, with the right to require an LA-RICS Authority representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS Authority shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until Owner has reviewed and approved the plans and specifications as provided in Section 3 above. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and approve into such plans and specifications. Owner may, in its sole and absolute discretion, reject any request to approve installation of any new, replacement, or additional equipment or fixture that requires any puncture of the roof, or any other part of the Building's waterproof seal unless the LA-RICS Authority consents to utilizing Owner's designated roofing company so as to maintain any such warranty with respect to such work.

7. INSTALLATION

7.01 LA-RICS Authority shall install the LA-RICS Facility at the LTE Site at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation and subsequent operation of the LA-RICS Facility shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by Owner. LA-RICS Authority and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS Authority's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS Authority agrees that Owner may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting/receiving equipment, so long as such uses do not conflict

or interfere with LA-RICS Authority's operations as provided for pursuant to this Agreement, in existence at the time the prospective third party installs its communications transmitting/receiving equipment. Any third party granted rights by Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities"). LA-RICS Authority and Owner agree to make commercially reasonable efforts at no cost to Owner to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of Owner Facilities.

7.04 LA-RICS Authority accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS Authority shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS Authority's sole cost and expense, except as may be provided otherwise by other agreements but in no event at any cost or expense to Owner. Following the construction and installation of LA-RICS Authority's infrastructure, shelter, equipment, and related improvements, and subject to sections 6 and 8 herein, LA-RICS Authority may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, and replacements of its equipment as necessary and appropriate for its ongoing business and subject to Owner's prior approval rights in sections 3 and 6 above has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS Authority's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS Authority's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS Authority's infrastructure, shelter, equipment, and related improvements on the LTE Site. Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building or take any other action whatsoever which could adversely affect the integrity of the watertight seal of the rooftop without the specific prior written consent of Owner, and, in Owner's reasonable discretion, participation in such activity by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS Authority shall provide Owner with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS Authority shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS Authority use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS Authority fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS Authority and Owner shall assess a fee for such As-Builts, the cost of which shall

become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

8. ALTERATIONS

LA-RICS Authority shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without prior written approval by Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS Authority shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements after providing notice to Owner and obtaining Owner's written consent, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS Authority and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement"), or that may be required as a result of FCC rules or regulations, after providing notice to Owner so long as such alterations or modifications do not increase the overall size or weight of the LA-RICS Facility. LA-RICS Authority agrees to submit to Owner, for review, all plans and specifications, working drawings, and other information reasonably required by Owner covering proposed alterations or modifications by LA-RICS Authority. All work to be done by LA-RICS Authority shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by the building inspector having jurisdiction over the Building.

9. MAINTENANCE

The LTE Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

LA-RICS Authority shall be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the LA-RICS Authority, its employees, agents or business vendors, including without limitation the LTE Vendor. Should LA-RICS Authority fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

10. CONSTRUCTION STANDARDS

Installation and maintenance of LA-RICS Authority's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the

installation, construction, operation and maintenance of LA-RICS Authority's equipment, including but not limited to the applicable Building Code.

All construction activity must be scheduled so as not to disturb or interfere in any way with Court or County operations on the Real Property which LA-RICS Authority acknowledges may require that some or all construction activity be conducted outside of Court business hours. LA-RICS Authority will contact Owner not less than 48 hours prior to commencement of construction activities. All of the access restrictions and escort requirements set forth in Section 13 apply to all construction activities. LA-RICS Authority will permit Owner, its employees, agents, or contractors to inspect the LTE Site and LTE Facility while in the course of construction to conduct inspections, testing, and approvals of the work. The installation work will remain accessible and exposed for inspection until approved by the Owner and/or other jurisdiction having authority for any element of the installation. The Owner shall not be liable for any expense entailed in the removal or replacement of any material or equipment required to allow inspection.

Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building which would adversely affect the integrity of the rooftop without the specific prior written consent of Owner, and, in Owner's sole and absolute discretion, participation in such removal and restoration of the rooftop by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense provided such costs are commercially reasonable given current industry standards.

LA-RICS Authority shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS Authority, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS Authority fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS Authority and allow LA-RICS Authority five business days after receipt of notice to remove such debris. After the expiration of such five business day period, Owner shall cause such debris to be removed and invoice LA-RICS Authority for the reasonable costs of said removal.

11. OTHER OPERATIONAL RESPONSIBILITIES

11.01 As applicable, LA-RICS Authority or its LTE Vendor or the First Net Parties shall:

(a) Comply with and abide by all applicable rules, regulations and directions of Owner.

(b) At all times hold a valid FCC Agreement for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and Agreements required to engage in the Permitted Activities on the LTE Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the

public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS Authority that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the gross negligence or willful act or omission of Owner, its agents, employees or contractors.

12. RELOCATION

12.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, (iii) meets with the requirements of Public Resources Code 21080.5 to qualify for the statutory CEQA exemption currently used for the LA-RICS Authority project, and (iv) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall not be required to pay any costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment from the LTE Site to the Alternate Site;

(c) Owner shall give LA-RICS Authority at least six months written notice before requiring relocation; and

(d) LA-RICS Authority's use pursuant hereto will not be interrupted and LA-RICS Authority shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS Authority shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS Authority's obligations under the Spectrum Lease Agreement and subject to Owner's prior written consent which may be given or withheld in Owner's sole and absolute discretion, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment, and (iv) does not interfere with any existing or planned future use of the Real Property by Owner or County, or any third party that either has installed, or has an agreement with Owner to install, communication equipment on the Real Property at the time of LA-RICS Authority's request to relocate to an Alternate Site;

(b) LA-RICS Authority shall pay all costs relating to relocation of LA-RICS Authority's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

(c) LA-RICS Authority shall give Owner at least six months written notice of the requested relocation.

13. ACCESS TO LTE SITE

13.01 Subject to the limitations set forth in this section and Exhibits C and D, Owner hereby grants to the LA-RICS Authority, the LTE Vendor, and any Authorized Agent, a nonexclusive right to use, at its sole risk, during the Original Term and any Extension Term, the access which serves the LTE Site through the Building on the route shown on the drawing attached hereto as Exhibit C ("Access Route"). The LA-RICS Authority, on behalf of itself, the LTE Vendor, and any Authorized Agent, acknowledge and accept the present condition of the Access on an "as is" basis. All those individuals desiring to access the LTE Site for any purpose must be identified in advance and wear identifying badges at all times when present on the Real Property. No one may enter any non-public area of the Real Property including non-public portion of the Access Route at any time including in response to an emergency without an Owner escort. All those desiring to access the LTE Site for any purpose including all emergency and non-emergency service calls must follow the access procedures outlined in Exhibit D which procedures are subject to reasonable change by Owner from time to time. Licensee agrees to pay for such Owner escort for non-emergency and emergency service calls at the rates set forth in Exhibit D which rates are subject to change from time to time.

14. EMERGENCY ACCESS BY OWNER

Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS Authority's transmission(s) from the LTE Site should LA-RICS Authority be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS Authority and shall access the LTE Site in the presence, if possible, of an LA-RICS Authority representative, if provided by LA-RICS Authority. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS Authority prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall Owner access LA-RICS Authority's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS Authority when entering the LTE Site. LA-RICS Authority shall reimburse Owner within

thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

15.01 No Interference. LA-RICS Authority shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner, Court or County or their respective agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS Authority shall be responsible for electromagnetic compatibility of LA-RICS Authority's equipment with existing and future equipment at the Real Property.

15.02 Interference With Public Safety Systems. In the event of any interference with any existing or future public safety-related systems, which is caused by LA-RICS Authority's equipment or operations, LA-RICS Authority shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 Interference With Non-Public Safety Systems. In the event LA-RICS Authority's operations or equipment causes interference with non-public safety-related systems of Owner, County or Court, written notice of such interference shall be provided to LA-RICS Authority. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved. Owner agrees that Owner, County or Court and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such wireless radio transmission and/or reception equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS Authority.

15.04 Interference During Emergency. If any measurable interference caused by LA-RICS Authority's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately cease operation, transmission or further use of LA-RICS Authority's equipment until such time as the emergency incident or interference has ended but LA-RICS Authority shall be permitted to power up its equipment for intermittent testing with notice.

15.05 Compliance With Law. LA-RICS Authority is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS Authority agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of

its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS Authority will immediately remedy its operations to comply with all such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, including all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS Authority's equipment alone and not in combination with others. Where LA-RICS Authority's equipment, in combination with other, exceed or violates such standards, LA-RICS Authority shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

16. UTILITIES

LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS Authority acknowledges and agrees that LA-RICS Authority nonetheless shall be responsible for any and all costs of utilities used by LA-RICS Authority, which costs will be invoiced by Owner and paid by LA-RICS Authority within thirty (30) days of its receipt of such invoice.

17. HOLD HARMLESS AND INDEMNIFICATION

LA-RICS Authority agrees to indemnify, defend, save and hold harmless Owner, County, and Court and their respective elected and appointed officers, judicial officers, directors, employees and agents (the "Owner Parties") from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS Authority's occupancy and use of the LTE Site and the Access Route hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS Authority by any person pursuant to this Agreement including without limitation the LTE Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS Authority and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the gross negligence or willful misconduct of Owner, its agents, officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. INSURANCE

18.01 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority, the LTE Vendor and any Authorized Agent entering onto the Real Property

shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to Owner's Risk Manager, and on or before the effective date of this Agreement evidence of such programs satisfactory to Owner Risk Manager, shall be delivered to:

Judicial Council of California
Capital Program
Risk and Quality Compliance Unit
455 Golden Gate Street, 8th Floor
San Francisco, CA 94102
Attention: Maria Topete, Risk Quality and Compliance
E-mail: maria.topete@jud.ca.gov
Fax: 415-865-8885

Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name Owner Parties as additional insureds (except for the Workers' Compensation Insurance). LA-RICS Authority may self-insure the insurance required under this Agreement, but if self-insured LA-RICS Authority will provide the Owner with verification of financial responsibility, and will require its contractors and their subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS Authority of its contractor(s) and/or subcontractor(s), shall name each of Owner Parties as an additional insured.

(a) Commercial General Liability Insurance. A program of Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) for on LTE Site and the Real Property operations, which shall be primary to and not contributing with any other insurance or program of self-insurance maintained by the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$4,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. The completed operations liability shall extend for the period of time of not less than three (3) years past the completion of the installation work, and shall be endorsed to name State of California, the Judicial Council of California, the Superior Court of California - County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds, and shall include, but not be limited to:

(b) Automobile Liability insurance with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-

owned" vehicles, or coverage for "any auto," used in LA-RICS Authority's performance of the installation work and in the removal or replacement of any material or equipment required to allow continued operations.

(c) Pollution Liability Insurance. Should any of LA-RICS Parties may bring onto, and use on or about the LTE Site kinds and amounts of Hazardous Materials required for operation of the LTE Facility, Pollution Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 per location annual aggregate. The policy shall include coverage for bodily injury and property damage liability and clean-up costs at the LTE Site, the Building and the Real Property.

(d) Workers Compensation and Employers Liability. If applicable, a program of workers' compensation and employers liability insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS Authority and all risks to such persons under the Agreement. The employers liability insurance limits shall be not less than:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

18.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A: VII, unless otherwise approved by Owner.

18.03 LA-RICS Authority, and any insurer providing insurance required under the terms of this Section 18, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the Work, or for any liability arising out of the Services performed by Contractor under this Contract.

18.04 All insurance policies required under this Section 18 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days prior written notice to the Owner. Notice to the Owner of cancellation or material change is the responsibility of the LA-RICS Authority.

18.05 LA-RICS Authority shall be responsible for and may not recover from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles any deductible or self-insured retention that is connected to the insurance required under this Section 18.

18.06 The insurance required under this Section 18 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the

State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles.

18.07 The cost of all insurance required by this Section 18 is the sole responsibility of the LA-RICS Authority and may not be recovered in any form from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles

18.08 LA-RICS Authority shall require insurance from its subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of the LA-RICS under this section 18.

18.09 Notification of Incidents, Claims or Suits. LA-RICS Authority shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS Authority and/or Owner. Such report shall be made in writing within 72 hours of LA-RICS Authority's knowledge of such occurrence.

19. FAILURE TO PROCURE INSURANCE

19.01 Failure on the part of LA-RICS Authority to procure or maintain, or cause its installation and/or maintenance contractor to maintain, the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement.

19.02 Compensation for Owner Costs. In the event that LA-RICS Authority fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS Authority shall pay full compensation for all reasonable costs, including attorney fees and costs, incurred by Owner.

19.03 No occupancy or use of the LTE Site shall commence until LA-RICS Authority has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS Authority fails to maintain said insurance policies in full force and effect.

20. TAXES

20.01 Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that LA-RICS Authority is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this Agreement. LA-RICS Authority shall have the right, with the cooperation of Owner and at no cost to Owner, to contest any such possessory interest taxes.

20.02 LA-RICS Authority shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State,

Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS Authority's use of the LTE Site.

20.03 If LA-RICS Authority fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS Authority is obligated to pay, LA-RICS Authority will be in default of the Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS Authority to Owner upon demand. LA-RICS Authority and Owner agree that this is an Agreement and not a lease and no real estate interest is being conveyed herein.

21. NOTICES

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS Authority as follows:

LA-RICS Authority
2525 Corporate Place, Second Floor
Monterey Park, California 91754
ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS Authority. 24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):
Lieutenant Mark Wilkins, (323) 351-6507

The notices and the certificate of insurance and envelopes containing the same to Owner shall be addressed as follows:

Judicial Council of California
Real Estate and Facilities Management
Attn: Portfolio Administration Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Telephone: 415-865-4053

with a copy to: Judicial Council of California
Real Estate and Facilities Management
Attn: Manager, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Telephone: 415-865-4048

In addition, all notices relating to termination of the Agreement or an alleged breach or default by Owner must also be sent to:

Judicial Council of California
Finance
Attention: Manager, Business Services
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Telephone: 415-865-7989
Fax: 415-865-4326

Owner's 24 hour contact:

Judicial Council's Customer Service Center (CSC)
Email: csc@jud.ca.gov
Telephone: 888-225-3583

or such other place as may hereinafter be designated in writing by Owner.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. LA-RICS FACILITY REMOVAL

22.01 LA-RICS Authority shall remove all of its LA-RICS Facility and personal property and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS Authority excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS Authority shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS Authority excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS Authority's property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If LA-RICS Authority does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within the time provided in this section, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS Authority's expense. LA-RICS Authority shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. INDEPENDENT STATUS

This Agreement is by and between Owner and LA-RICS Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS Authority. LA-RICS Authority understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS Authority pursuant to this Agreement as required by law.

24. AMENDMENT

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS Authority and an authorized agent of Owner.

25. ASSIGNMENT

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS Authority without the prior written approval or consent of Owner, which consent may unreasonably withheld or conditioned in Owner's sole and absolute discretion.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS Authority shall first deliver to Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee, if applicable;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by Owner.

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS Authority delivers all such items to Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS Authority under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS Authority under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to Owner.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicensee shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-RICS Authority, which sum is intended to compensate LA-RICS Authority for its operational, administrative and other costs associated with third party use of the LA-RICS Authority's telecommunications pole, and which amount shall not be more than ten percent (10%) of the total revenue paid to Owner.

26. SUBORDINATION AND NON-DISTURBANCE

Owner shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS Authority being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS Authority's benefit a non-disturbance and attornment agreement in a commercially reasonable form satisfactory to Lender (defined below) and LA-RICS Authority and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS Authority's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS Authority is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, and LA-

RICS Authority is not in default of this Agreement beyond applicable notice and cure periods, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, and (b) fulfill Owner's obligations under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS Authority will execute an agreement for the Lender's benefit in which LA-RICS Authority: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, and (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property..

27. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS Authority may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS Authority's operations at the LTE Site for more than forty-five (45) days. LA-RICS Authority may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS Authority shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. DEFAULT

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS Authority, Owner shall provide written notice thereof to LA-RICS Authority. LA-RICS Authority shall have thirty (30) days from the date of said notice (the "Cure Period") in which to cure the default, provided that LA-RICS Authority shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and LA-RICS Authority has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS Authority fails to cure a default within the Cure Period or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS Authority, take possession of the LTE Site and remove all LA-RICS Authority's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS Authority shall provide written notice thereof to Owner. Owner shall have a Cure Period in which to cure the default, provided that Owner shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it

reasonably requires more than the Cure Period to complete and Owner has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS Authority may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within the Cure Period or as otherwise provided in this section, LA-RICS Authority may terminate this Agreement upon written notice to Owner.

29. WAIVER

29.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

29.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. HAZARDOUS MATERIALS

30.01 LA-RICS Authority agrees that none of LA-RICS Parties will use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Real Property provided, however, that LA-RICS Authority may bring onto, and use on or about the LTE Site those kinds and amounts of Hazardous Materials typically required for operation of the LA-RICS Authority Facility so long as each of LA-RICS Parties: (i) uses, generates, stores or disposes of such Hazardous Materials in strict compliance with all applicable federal, state and local laws and regulations; (ii) identifies in writing to Owner the kind(s) and amount(s) of Hazardous Materials prior to bringing those Hazardous Materials onto the Real Property; and (iii) responds in writing within 15 days after receipt of Owner's written request for confirmation of the kinds and amounts of all Hazardous Materials brought onto, used, generated, stored or disposed of anywhere on or about the Real Property by any of LA-RICS Parties. LA-RICS Authority will assess and remediate (if necessary) in compliance with all applicable laws and regulations and hereby indemnifies, holds harmless and will defend Owner from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use, generation, storage or disposal of any Hazardous Materials by any of LA-RICS Parties upon the Real Property.

30.02 LA-RICS Authority hereby acknowledges that Owner has notified LA-RICS Authority that the LTE Site, Building and Real Property may contain Hazardous Materials.

30.03 In the event Hazardous Materials are encountered during the construction, installation, servicing or removal of the LTE Facility, LA-RICS Authority shall notify Owner immediately for instructions. LA-RICS Authority shall bear all costs of investigation, abatement or remediation of Hazardous Materials necessary solely as a result of its construction, installation, servicing or removal activities provided, however, that LA-RICS Authority shall not be liable for any fines, penalties or similar assessments that may be levied because of the presence of Hazardous Materials on the Real Property unless arising from LA-RICS Authority's activities on the Real Property.

30.04 LA-RICS Authority agrees to protect, indemnify, defend (with counsel approved by Owner), reimburse and hold Owner Parties harmless from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable fees and costs for attorneys, consultants and experts, to the extent caused by the presence, release, or exacerbation of a prior release, of Hazardous Material on or within the Building and/or the Real Property by any of LA-RICS Authority Parties. Such indemnity and hold harmless obligations shall not apply to the extent such liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments are caused by the negligence or intentional misconduct of Owner Parties, their employees, contractors or agents.

30.05 As used in this section, "**Hazardous Material**" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

31. DAMAGE OR DESTRUCTION

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE Site in the event of one of the following: (a) the applicable Real Property or the LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS Authority's operations at such LTE Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS Authority shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LTE Site should Owner elect not to undertake such repairs. Any notice of termination

provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS Authority shall be solely responsible for any damage or loss to LA-RICS Authority's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's gross negligence or willful misconduct.

32. AUTHORIZATION WARRANTY

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS Authority agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

34.01 LA-RICS Authority hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS Authority certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation.

34.03 LA-RICS Authority certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and

regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

34.04 If Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which Owner may terminate, or suspend this Agreement.

34.05 While Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS Authority has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS Authority has violated the anti-discrimination provisions of this Agreement.

34.06 In the event LA-RICS Authority violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. NON EXCLUSIVITY

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS Authority.

36. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

LA-RICS Authority shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

37. PUBLIC RECORDS ACT

37.01 Any documents submitted by LA-RICS Authority or its agents including without limitation the LTE Vendor and all information obtained in connection with Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of Owner. All such documents become a matter of public record and shall be regarded as judicial administrative records, except as specifically provided by California Rules of Court Rules 10-500 et seq. ("Rule 10-500") and which are marked "trade secret," "confidential," or "proprietary." Owner shall not be

in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

37.02 In the event Owner is required to defend an action on a Rule 10-500 request as requested by LA-RICS Authority for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS Authority agrees to fund in advance all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under Rule 10-500.

37.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS Authority's rights provided by this Agreement shall become the exclusive property of LA-RICS Authority. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS Authority shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS Authority from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS Authority's invoice.

38. OTHER TERMS AND CONDITIONS

38.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS Authority shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from Owner.

38.02 Habitation. The LTE Site shall not be used for human habitation.

38.03 Illegal Activities. LA-RICS Authority shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

38.04 Safety. LA-RICS Authority shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS Authority's use of the LTE Site. LA-RICS Authority shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to Owner. LA-RICS Authority shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover,

regarding any safety inspections and certifications of any and all LA-RICS Authority's structures and enclosures. LA-RICS Authority, at its expense, may use any and all appropriate means of restricting public access to the LTE Site. LA-RICS Authority is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the construction, installation and operation of the LTE Facility and the LTE Site. LA-RICS Authority will take all necessary safety precautions, and provide protection to prevent damage, injury or loss to: (i) the Building or any other part of the Real Property, (ii) adjacent structures, (iii) LA-RICS Authority's employees, agents or contractors, (iv) Owner and its employees, agents and contractors, (v) Court and its judicial officers, officers, employees, agents and contractors, (vi) Court users, and (vii) members of the general public. Before such time as the LTE Facility becomes operational, LA-RICS Authority shall provide appropriate signage and warning of radio-frequency energy in compliance with federal, state or local laws.

38.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS Authority and Owner shall prevent any accumulation thereof from occurring.

38.06 Security Devices. LA-RICS Authority, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from Owner. Owner shall be responsible for securing the Real Property.

39. NON-AVAILABILITY OF FUNDING

The parties acknowledge and agree that LA-RICS Authority's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS Authority (and the LA-RICS Facility removed from the LTE Site in accordance with Section 22 hereof) upon a loss or reduction of grant funds or other applicable funding sources.

40. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee is hereby informed and acknowledges the following:

40.01 By entering into this Agreement and becoming a licensed user of the LTE Site, LA-RICS-Authority may become entitled to receipt of "relocation assistance benefits" ("**Relocation Benefits**") pursuant to the Federal Uniform Relocation Assistance Act (42 USC sections 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code sections 7260 et seq.) (collectively, the "**Relocation Statutes**"), should Owner at some time make use of the LTE Site in such a way as to "displace" LA-RICS Authority from the LTE Sites. Pursuant to the Relocation Statutes, Owner may then be obligated to make such payments to LA-RICS Authority even where

such displacement of LA-RICS Authority does not otherwise constitute a breach or default by Owner of its obligations hereunder.

40.02 Under the Relocation Statutes in effect as of the date of this Agreement, Relocation Benefits may include payment to such a "displaced person" of (A) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (B) the actual direct loss of reestablishing a business or farm operation, but not to exceed \$10,000, or (C) payment in lieu of moving expenses of not less than \$1,000 or more than \$20,000.

40.03 In consideration of Owner's agreement to enter into this Agreement, LA-RICS Authority hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of Owner's assertion or exercise of its contractual rights to terminate this Agreement pursuant to its terms, whether or not such rights are contested by LA-RICS Authority or any other entity, and releases Owner, Court and County from any liability for payment of such Relocation Benefits; provided, however, that Licensee does not waive its rights to Relocation Benefits to the extent that Licensee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the United States or any other public agency with respect to the LTE Site or as otherwise expressly set forth in this Agreement. LA-RICS Authority shall in the future execute any further documentation of the release and waiver provided hereby as Owner may reasonably require.

41. LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

41.01 LA-RICS Authority shall designate one member of its staff as an Operations Manager with whom Owner may deal with on a daily basis. Any person selected by LA-RICS Authority as an Operations Manager shall be fully acquainted with LA-RICS Authority's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

41.02 LA-RICS Authority shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS Authority expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS Authority.

42. BANKRUPTCY

Owner and LA-RICS Authority hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS Authority shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

43. SUCCESSORS AND ASSIGNS

Subject to any provision hereof restricting assignment or subletting by LA-RICS Authority, this Agreement shall bind the parties, their personal representatives, successors and assigns.

44. SEVERABILITY

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

45. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

46. ATTORNEYS' FEES

The prevailing party in any litigation or other proceeding brought to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

47. ENTIRE AGREEMENT

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS Authority.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the LA-RICS Authority has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

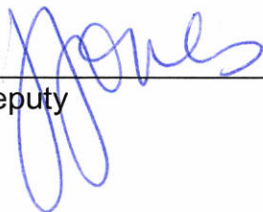
A California Joint Powers Authority

By: _____


Print Name: PATRICK J. MALLOU
Its: EXECUTIVE DIRECTOR
Date: 7-27-15

APPROVED AS TO FORM:

MARY C. WICKHAM
INTERIM COUNTY COUNSEL

By: 
Deputy

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Stephen Saddler
Its: Manager, Business Services
Date: 7/27/15

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services


By: 
Name: Charles R. Martel
Its: Attorney
Date: 7.27.2015

EXHIBIT A

SITE LIST

EXHIBIT A

SITE LIST

**Criminal Courthouse (CCT)
(Clara Shortridge Foltz Criminal Justice Center)**

**210 W Temple St
Los Angeles, CA 90012**

APN: 5161005915

EXHIBIT B
EQUIPMENT LIST

Criminal Courthouse (CCT)
(Clara Shortridge Foltz Criminal Justice Center)

- LTE Antennas and line
- Antenna Support Hardware
- Microwave Dish
- Power – connected to House Power and Building Back-up Generator
 - 1 Automatic Transfer Switch
 - 2 Electrical H-Frame
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

EXHIBIT C
SITE PLAN AND ACCESS ROUTE

EXHIBIT D
ACCESS PROCEDURE

All access requests will be coordinated by Owner's Customer Service Center (CSC).

To initiate a request for access, LA-RICS Authority will:

1. Complete Part 1 of Owner's "Request for Building Access" form (copy attached) and e-mail to csc@jud.ca.gov; AND
2. Call the CSC at 888-225-3583

Non-Emergency Access Requests

Access requests for regular, scheduled service or maintenance must be called in and e-mailed to the CSC, at least 72 hours in advance of the requested service date. LA-RICS Authority will need to identify its approved representatives in advance including employees and agents of LTE Vendor and its Authorized Agents as defined in section 1.03 of the Agreement. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of proper identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council-designated or approved escort. Any work which would reasonably disrupt court operations in any way will need to be scheduled after hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any regular scheduled service call that occurs outside of regular Court business hours of 8AM - 5PM Monday through Friday, Court holidays excepted. The current standard rate is \$150.00 per hour and is subject to adjustment at any time, upon 30 days' prior written notice. Any missed appointment scheduled to begin outside of regular Court business hours will be charged as one hour of time at the standard rate.

Non-Scheduled Emergency Service Calls

Access requests for emergency service or maintenance must be called in and e-mailed to the CSC. Emergency appointments will be coordinated by the CSC within two (2) hours after receipt of a request for access. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of proper identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council-designated or approved escort. Any work which might disrupt court operations in any way will need to be scheduled outside Court business hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any service call that occurs outside of regular Court business hours of 8AM - 5PM Monday through Friday, Court holidays excepted. The current standard rate is \$150.00 per hour and is subject to adjustment at any time without notice. Any missed appointment scheduled to begin outside of regular Court business hours will be charged as one hour of time at the standard rate.

Request for Building Access

Rev 8: 11-21-14

Please submit form to CSC@jud.ca.gov
Please also call 888-225-3583



JUDICIAL COUNCIL OF CALIFORNIA

ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

Section 1 - To be Completed by Lessee or Lessee's Representative (All fields in Section 1 must be filled in)

Check all that apply:	Bldg. Access for routine maintenance / repair <input type="checkbox"/>	Site Modification / Plan Approval* <input type="checkbox"/>	Regular Hrs* (M-F 8am-5pm, excl. holidays/closures) <input type="checkbox"/>	After-Hrs/Weekends* <input type="checkbox"/>
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Building Address:
(Street & City)

Today's Date:

Lessee/Cell Site Company Name:

Cell Site Number (N/A if not applicable):

Requestor's Name, Cell No. & E-mail:

Name of Company Requesting Access:

List below all personnel requiring access.

Scope of Work

Provide a **detailed** description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost

Estimated Project Cost: _____ Location: _____ Generational Upgrade: YES _____ No _____ Battery Repair/Replace: YES _____ No _____ Antenna Repair/Replace: YES _____ No _____ Rack/Bay: YES _____ No _____	Description of Work:
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Requested Access Date(s)	Estimated Start & Stop Time(s)
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Section 2 - To be completed by Judicial Council's FMU (or FMU's Service Provider)

Judicial Council Bldg. ID:	Service Work Order No. (SWO):
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Organization Providing Escort/Access:

Total No. of Hours:

Access Date(s)	Start Time(s)	Stop Time(s)

Carrier Signoff:	Judicial Council Signoff:
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**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>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

**AMENDMENT NO. 6 FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

SUBJECT

Board approval is requested to authorize the Executive Director to execute an amendment to the Professional Broadband Engineering Consulting Services Agreement with Televate, LLC (Televate) to (a) extend the term of the contract with Televate to September 30, 2016, to ensure that Phase 1 Work for Public Safety Broadband Network (PSBN) Sites related to the Corrective Action Plan (CAP) Response is completed; (b) increase Televate's scope of work to provide additional technical support including, but not limited to, developing new policies and procedures, increase the level of effort in Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding; and (c) increase Televate's Maximum Contract Sum by \$1,400,000 to contemplate the increased scope of work and extended contract term. Amendment No. 6 will be substantially similar in form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an extension to Televate's contract term to September 30, 2016, to provide additional technical support and ensure that Phase 1 Work for PSBN Sites related to the CAP Response is completed.
2. Increase Televate's scope of work to contemplate additional tasks including, but not limited to, developing new policies and procedures, increase the level of

AGENDA ITEM M

effort for Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding.

3. Approve an increase to the Maximum Contract Sum in the amount of \$1,400,000, increasing the Maximum Contract Sum amount from \$5,697,003 to \$7,097,003 to contemplate
4. Delegate authority to the Executive Director to execute Amendment No. 6 with Televate, substantially similar in form to the Enclosure.

BACKGROUND

On September 1, 2010, National Telecommunication and Information Administration (NTIA) awarded the Authority a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant to develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles.

On March 3, 2011, your Board approved an agreement for Professional Broadband Engineering Consulting Services between the Televate, LLC and the Authority where Televate serves as the SME on all LTE broadband related initiatives and activities.

On September 30, 2015, the Authority received a 90-day Administrative Extension from NTIA which allowed the Authority to continue completion of the LTE system. Further, the United States Congress passed a bill which was signed by the President that extended the expenditure deadline for BTOP recipients including LA-RICS through the Federal Fiscal Year 2020. This extension permits LA-RICS to work with the federal grantor to spend the remaining BTOP grant funds to further expand the construction of the PSBN Project. The Authority is awaiting direction from the NTIA regarding any future Phase 2 Work for this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to have uninterrupted level of effort apportioned to the PSBN project to ensure that Phase 1 Work for PSBN Sites related to the CAP Response is completed. Extending Televate's contract term would be in the best interest of the Authority as Televate has intimate knowledge of the LA-RICS project and to solicit for a new broadband engineering consultant at this point of the project would be counterintuitive and will pose unacceptable delays to the implementation and deployment of the PSBN project.

Allowing Televate to continue to perform these much needed services allows the Authority to ensure that its PSBN Contractor, Motorola Solutions, Inc. (Motorola) remains on task to fulfill its technological contractual obligations. Further, Televate's assistance with the LTE device procurement is essential to ensuring that LA-RICS and

its member agencies have a vehicle to procure LTE devices to use on the resultant PSBN.

Moreover, the Authority requires Televate's extensive knowledge and background regarding LTE/broadband technology to successfully transition member agencies onto the PSBN and to provide technical support during the warranty period to ensure that the PSBN is optimized to the maximum extent possible.

Should the Authority require the technical expertise when entering into activities for Phase 2 (Site Construction and Site Modification) of the PSBN project, the administrative staff will present an additional amendment to Televate's contract, requesting authorization to move forward with Phase 2 activities.

FISCAL IMPACT/FINANCING

An increase to the Maximum Contract Sum in the amount of \$1,400,000 will increase the Maximum Contract Sum amount from \$5,697,003 to \$7,097,003.

Contract costs shall be reimbursed by any available monies from the BTOP grant award from the Department of Commerce's NTIA. If necessary, the Authority will seek reimbursement from the State Homeland Security Grant Program (SHSGP) or an outside funding source, for any remaining work following the full expenditure of BTOP funds or expiration of the performance period, whichever comes first.

In the event that funding beyond the BTOP grant performance period is not secured by the SHSGP grants to compensate Televate, the Authority will not proceed with issuing work to Televate until such time as funding is secured.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 6, substantially similar in form to the Enclosure.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:MS:mbc

M:\TELEVATE\2 AMENDMENTS\AMENDMENT 6 (Draft)\00 Televate Amendment 6 Board Letter_12.14.15.docx

Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER SIX
TO AGREEMENT NO. 004
FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

This Amendment Number Six (together with all exhibits, attachments, and schedules hereto, "Amendment No. 6") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of December _____, 2015, based on the following recitals:

RECITALS

Authority and Consultant have entered into that certain Agreement No. 004 for professional broadband engineering consulting services, dated as of April 18, 2011 (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 August 4, 2011, to replace Exhibit A (Statement of Work) to provide for design review services throughout the entire scope of the project, including the preparation of a Request for Proposals through system implementation.

The Agreement has been previously amended by Amendment Number Two, effective February 20, 2014, to a) exercise the two renewal option years to the contract and extend the contract end date to April 17, 2016, b) increase the Maximum Contract Sum by \$1,800,000, increasing the Maximum Contract Sum from \$1,500,000 to \$3,300,000, c) broaden the scope of services to allow the consultant to provide additional technical support to the Authority to keep in line with meeting the aggressive demands of the procurement process consistent with the performance period of September 2015, d) increase the Consultant's hourly rates, and e) to make other certain revisions.

The Agreement has been previously amended by Amendment Number Three, effective April 3, 2014 to a) broaden the scope of services to expand on site acquisition support services to aid the Authority in securing the necessary agreements, including but not limited to, LTE Site Access Agreements, in order to meet the aggressive grant performance period deadline of September 2015; and b) increase the Maximum Contract Sum by \$912,000, increasing the Maximum Contract Sum from \$3,300,000 to \$4,212,000.

The Agreement has been previously amended by Amendment Number Four, effective February 11, 2015, to (a) increase the level of effort to continue to provide technical support to ensure that the Authority meets the aggressive demands consistent with the grant performance period deadline of September 2015, (b) assist the Authority with procurements for the purchase of LTE devices to be used on the Public Safety Broadband Network (PSBN); (c) to assist the Authority with member agencies transition/migration onto the PSBN;(d) to provide assistance and support to the Authority with the PSBN during the warranty period of the PSBN; and (e) make certain other revisions.

The Agreement has been previously amended by Amendment Number Five, effective May 21, 2015, to reduce the Maximum Contract Sum by \$329,997, from \$6,027,000 to \$5,697,003, to decrease the level of effort apportioned to the Public Safety Broadband Network (PSBN) project as proposed in the Authority's response to a Corrective Action Plan (CAP) issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites.

Authority and Consultant desire to further amend the Agreement to (a) extend the contract term to September 30, 2016, to ensure that the Phase 1 Work for PSBN Sites related to the CAP Response is completed; (b) increase Televate's scope of work to provide additional technical support including, but not limited to, developing new policies and procedures, increase the level of effort in Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding; (c) increase Televate's Maximum Contract Sum by \$1,400,000 to contemplate the increased scope of work and extended contract term; and (d) make certain other revisions.

This Amendment No. 6 is authorized under Section 6 (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. 6, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 6 refer to sections of the Agreement, as amended by this Amendment No. 6.
2. Amendments to Agreement.
 - 2.1 Section 8 of the Agreement is deleted in its entirety and replaced with the following:
 8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Seven Million, Ninety-Seven Thousand and Three Dollars (\$7,097,003).

3. Amendments to Agreement Exhibits.
 - 3.1 Exhibit A (Statement of Work) is deleted in its entirety and replaced with Exhibit A (Statement of Work) attached to this Amendment No. 6, which is incorporated by this reference.
4. This Amendment No. 6 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1 An authorized agent of Contractor has executed this Amendment No. 6;
 - 4.2 Counsel to the Authority has approved this Amendment No. 6 as to form;
 - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 6; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 6.
5. Except as expressly provided in this Amendment No. 6, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Consultant and the person executing this Amendment No. 6 on behalf of Consultant represent and warrant that the person executing this Amendment No. 6 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 6, and that all requirements of Consultant to provide such actual authority have been fulfilled.
7. This Amendment No. 6 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 SIX
TO AGREEMENT NO. 004
FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 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

TELEVATE, LLC

By: _____

By: _____

Patrick J. Mallon
Executive Director

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

MARY C. WICKHAM
Interim County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel

STATEMENT OF WORK

Consultant shall provide the following professional services in accordance with this Exhibit A. This Statement of Work, and all tasks and deliverables herein, are limited to Long Term Evolution ("LTE") only, and do not include any tasks or deliverables for Land Mobile Radio ("LMR").

I. BACKGROUND

The Department of Commerce's National Telecommunications and Information Administration ("NTIA") awarded the Los Angeles Regional Interoperable Communication System Authority (the "Authority") a Comprehensive Community Infrastructure Broadband Technology Opportunity Program ("BTOP") grant in the amount of \$154,640,000. BTOP funds were awarded to the Authority to develop and deploy LA-SafetyNet, a 700 MHz public safety mobile broadband network across all of Los Angeles County, featuring almost 300 wireless 700 MHz public safety broadband sites using new and existing infrastructure, fixed microwave backhaul rings, and 100-miles of high-capacity fiber backbone. The Federal Communications Commission ("FCC") has required public safety broadband networks to adopt LTE technology. This network will enable computer-aided dispatch, rapid law-enforcement queries, real-time video streaming, medical telemetry and patient tracking, geographic information systems services for first responders, and many other broadband-specific applications.

The Authority will implement LA-SafetyNet as a major component of LA-RICS, which will incorporate both voice and data communications systems. LA-RICS will be designed and built under a contract ("Contract") with one or more vendors ("Vendor").

To address the technical requirements necessary for implementing this new technology, Consultant shall provide expertise in LTE technology and the use of mobile broadband technology for public safety use. Consultant may provide support via phone, e-mail, conference call, online meeting, or other electronic means. The Authority, at its discretion, shall require Consultant to attend in-person project meetings or other on-site work as required.

II. SCOPE OF WORK

A. Task 1: Procurement Subject Matter Expert ("SME") Support

Consultant shall provide support to the Authority in its development of a Request for Proposals as well as broadband expertise and support to the Authority's procurement team. The Authority may also direct the Consultant to support the Authority in the development of additional Requests for Proposals for related broadband activities.

B. Task 2: Proposal Evaluation and Contract Negotiations Support

Consultant shall confer with Authority staff to identify, discuss, and refine the Authority's core objectives for the LA-SafetyNet project. Consultant shall then support the Authority during proposal evaluations and contract negotiations to ensure that these objectives are furthered by the final system contract. Consultant shall thoroughly review and analyze all documentation in connection to LA-SafetyNet project, the LA-RICS system Request for Proposals, vendor proposal, and the Vendor's proposed contract language and identify any risk areas that may prevent project success. Identified risks must be presented to the Authority's staff with a recommended negotiation strategy to mitigate that particular risk. Consultant shall also provide a comprehensive vendor price proposal analysis, including a market analysis for off the shelf components and other LA-RICS available competitor proposals, and a maintenance & operations cost analysis, with recommended strategies for cost containment overall.

To mitigate and manage risks to the Authority's core project objectives, Consultant shall also manage risk through a risk register document that tracks contract risks, their impacts, and recommended mitigation strategies. In addition, Consultant shall review contract payment plan and overall finance strategy and provide recommendation on how to maintain the long-term viability of the network.

Consultant shall also provide detailed analysis and recommendations on negotiated outcomes that best meet the Authority's core objectives on the following:

1. Vendor's operation and maintenance strategy to ensure LA-SafetyNet is operating optimally;
2. Vendor's project plan to ensure project tasks and timeline are reasonable and deliverables are accurate;
3. Vendor's test and acceptance plans to ensure that the vendor's system components are tested to meet all requirements outlined in the contract.

C. Task 3: Design Reviews

In parallel to negotiations, and continuing through system implementation, Consultant shall provide support to the Authority to ensure that Vendor's proposed system design not only meets the Authority's coverage and capacity requirements, but is feasible. Consultant shall also review vendor designs to ensure that they maximize the efficient use of existing infrastructure, at minimum meeting the Authority's in-kind match requirements.

Consultant shall perform a thorough analysis of the Vendor's proposed LA-SafetyNet system design to verify that the proposed design is achievable and that the design can be implemented within the required timeframe and budget. This includes the requirements for each functional area for the project including but not limited to:

- a. Internet Protocol (IP) Architecture
- b. Core Network (including backhaul)
- c. Applications
- d. Radio Coverage
- e. System Capacity
- f. Security
- g. Installation Requirements

Consultant shall perform an initial design review, as described above, to provide broadband expertise and support to the Authority's procurement and negotiations team. Consultant shall perform a thorough review of the Vendor's first post-contract final design. Consultant shall perform ongoing design reviews resulting from any approved or proposed change orders during system implementation. Consultant shall consult with member agencies to determine any member specific requirements for the design.

D. Task 4: Implementation and Deployment Reviews

After the Authority executes a contract with the selected system vendor, Consultant shall provide support to adherence to project goals and overall quality assurance through ongoing review and analysis of project implementation and deployment stages. This includes but is not limited to:

1. Design plan reviews in a timely manner to ensure that the vendor continues to make progress towards the schedule and identify unrealistic design assumptions;
2. Project plan reviews to ensure that the appropriate tasks are undertaken to achieve project success;
3. Change order request management process whereby all changes are documented, evaluated by Contractor, and agreed to by the Authority resulting from Consultant's evaluation of change order request;
4. Quality assurance reviews and inspections;
5. Vendor's specifications reviews to ensure that vendor is compliant with contract requirements and 3GPP standards;
6. System and acceptance testing that supplements vendor contractual testing;
7. Review and independent verification and validation of vendor acceptance test plan and test activities;
8. System integration plan and execution reviews to fully understand the interface between the systems and its impact to ongoing operations. Consultant shall also provide analysis on a cut over plan and identify all tests required to ensure two systems will operate successfully together;
9. Final acceptance testing review to ensure that all contractual requirements have been met. Final acceptance would ensure that the delivered system meets the quality and functional requirements as specified in the LA-RICS system contract.

10. Assist the Authority with transitioning the PSBN to allow permanent transport. If necessary, Consultant shall assist Member agencies with transitioning to permanent transport in connection with the PSBN.

E. Task 5: Regulatory and Standards Requirement Support

Contactors shall actively monitor and, upon Authority approval, participate in and contribute to key government and broadband wireless organizations that will affect and advance the LA-SafetyNet broadband wireless network. Consultant shall assess and formulate policies and standards that best support the LA-SafetyNet objectives through technical guidance and collaboration with the Authority's members, including end users, stakeholders, engineers, and executive leadership. Key government organizations include, but are not limited to:

- a. Federal Communications Commission ("FCC")
- b. Emergency Response Interoperability Center ("ERIC")
- c. National Public Safety Telecommunications Council Broadband Task Force ("NPSTC")
- d. Public Safety Communications Research ("PSCR") Organization
- e. FirstNet (including support of the Authority's obligations under its Spectrum Manager Lease Agreement and the associated Key Learning Conditions).
- f. National Telecommunications and Information Administration ("NTIA") including the Authority's obligations under its Broadband Technology Opportunity Program ("BTOP") grant
- g. Others as directed

In addition, Consultant shall monitor 3GPP standards development, recommend to the Authority new 3GPP features to ensure operational and technical benefits and cost savings, and develop strategies for influencing 3GPP to adopt features critical to LA-SafetyNet users in future releases.

F. Task 6: SME Support to LTE Broadband Initiatives and Activities Support

In addition to the tasks specified above, where required by the Authority Consultant shall provide subject matter expertise and recommendations on 700 MHz Broadband Wireless standards, including but not limited to national device requirements, incident peer-to-peer communications, high powered mobile user equipment ("Ue") to extend eNodeB coverage area, Ue device types and features, site acquisition support, and 4G to 3G roaming and all related policy and regulatory matters in regards to the application of LTE technology to public safety.

Consultant shall provide key broadband technical advice to support the Authority in ongoing communication with the public and the LA-RICS user community to ensure that all stakeholders are properly informed about the progress of the LA-SafetyNet project.

If necessary, Consultant shall assist Authority in meeting the requirements of NPSTC, and any other key government organizations, including, but not limited to, establishing policies and procedures.

Consultant shall provide other tasks and services within the functional areas identified in Task 1 as directed by LA-RICS staff.

Consultant shall review documentation submitted by the system vendor to ensure completion of tasks identified in the contract and, when necessary, provide feedback to the vendor. Consultant shall work closely with the Authority to establish policies and procedures with regard to other facets of the project including, but not limited to, implementing security guidelines and customer care guidelines.

G. Task 7: Operations Support

Consultant shall perform the following functions in order to determine the appropriateness and functionality of the LTE system:

- Optimization
- Drive Testing
- System Performance Reporting
- System and Device Testing
- Independent Verification and Validation
- Interference analysis and resolution
- Network Management and Maintenance Systems Configuration and Operations
- Standard Operating Procedures, policies, and other agreements development support
- Priority Operations and Quality of Service support or configuration (QoS)
- Coverage expansion engineering (RAN, transport, and core) and modeling
- Stakeholder requirements and applications including identity and credential management (ICAM) and security
- Application analysis and implementation including identity and credential management (ICAM) and security
- Ongoing FCC, FirstNet, and other regulatory compliance support
- Key Learning Condition support
- Partnership evaluation, analysis, and partnership development support
- Others broadband related services as directed
- Assistance in the management of the various Board subcommittees and working groups (e.g., Tech/Ops Committees) including development of proposed policies, network configuration, and others as directed
- Change management support
- Business Operations Systems configuration and support

H. Task 8: Site Acquisition Support

Consultant shall perform the following functions in order to aid the Authority in successfully obtaining LA-RICS LTE Site Access Agreements from Member Agency site owners in order to build out the LTE System by way of antenna support structures and required communication equipment. The site acquisition support will be primarily for City of Los Angeles sites and various Independent Cities sites located within the greater County of Los Angeles region. However, the Consultant is not limited from providing site acquisition support to the Authority for County of Los Angeles sites should the Authority require such support.

This work site acquisition support will include, but not be limited to, the following tasks:

- Work closely with Authority staff and Counsel to the Authority throughout the duration of the site acquisition process.
- Prepare monthly and/or bi-monthly status reports, to be determined by the Authority in its sole discretion, to monitor progress and meet with the Authority periodically as needed.
- Maintain current, accurate, and complete documentation and files, including electronic files, for each necessary agreement, including but not limited to, LTE Site Access Agreements.
- Secure the necessary agreements with site owners to enable the Authority and its contractors to gain entry and perform design related functions at the sites.
- Participate in site walks, facilitate communication regarding site designs and design approvals, and conduct site inspections, as necessary.
- Serve as the primary point of contact with the site owner points of contact for site acquisition related activities for the sites assigned to Consultant.
- Establish contact on behalf of the Authority to site owners, communicate through meetings, and conduct negotiations with site owners to successfully secure and execute the necessary agreements, including but not limited to, LTE Site Access Agreements.
- Meet as necessary with the site owners to explain the project and the site acquisition process.
- Negotiate with site owners as necessary to resolve any problems to arrive at mutually agreeable terms to secure the necessary agreements, including but not limited to, LTE Site Access Agreements.
- Obtain Authority's approval for Authority concessions to agreement terms, if any, prior to introducing any concession(s) to site owners.

- Upon successful negotiations, finalize each electronic agreement file, including but not limited to, the LTE Site Access Agreement file, and review for completeness and accuracy, ensuring that all negotiated terms, if any, are reflected in the final agreements.
- Ensure that the necessary agreements, including but not limited to, LTE Site Access Agreements, are ushered through the appropriate local governmental body(ies) for the specific site owner's jurisdiction required to authorize the Authority to use the site for the LTE project.
- Prepare the final necessary agreements, including but not limited to, LTE Site Access Agreements, for proper and complete execution including formal acceptance, which includes securing the necessary approvals and signatures from the Authority and the site owners.
- Perform other site acquisition related tasks as directed by the Authority.

I. Task 9: Agency Onboarding Support

Consultant shall perform the following functions in order to aid the Authority in successfully onboarding the Authority's Member agencies onto the LTE System. Consultant shall work closely with, and provide the necessary technical guidance, the Authority and its Member agencies' executive leadership, engineers, and end users to ensure a seamless transition onto the LTE System.

- Outreach/Sales
- Testing Support
- Connectivity, routing, and other engineering support for agency connection to the PSBN
- User provisioning and installation support
- User installation consultation
- Transition support
- Operations integration support
- Applications integration support
- ICAM support
- Security support

J. Task 10: Device Onboarding Support

Consultant shall perform the following functions in order to aid the Authority in successfully onboard devices onto the PSBN system. Consultant shall also work with the Authority, the system vendor, and the Authority's Member Agencies' technical staff and end users to provision the devices to meet the end users' communication needs.

- Device acquisition support
- PTCRB/IoT management

- Onboard new vendors/devices
- Improve provisioning process related to OMA-DM
- 3rd Party UICC Provider
- Integrate third party DM platforms
- Develop detailed policies and procedures
- Develop dual SIM provisioning approach

K. Task 11: Project Reconciliation Support

As a result of a significant loss of PSBN Sites and the coverage and capacity associated with said sites, the Authority developed a Corrective Action Plan (CAP) response which provided an alternative solution to mitigate any loss of coverage and capacity due to the reductions of sites. Certain measures were established in the CAP response such as adding Cells on Wheels (COW) and finding alternatives uses for the equipment ordered for the terminated sites. Consultant shall assist the Authority with mitigating any financial risks posed as a result of PSBN sites including, but not limited to, the assisting the Authority with relocation of the redundant core and assessment of radio access network, transport, and core network systems.

III. DELIVERABLES

The following deliverables represent the expected scope of work under this contract and the expected schedule for the work product. However, the Authority and Televate will have the ability to adjust these deliverables and schedules based on actual need and after developing an integrated plan with the chosen LTE vendor at the direction of the Authority. The deliverable schedule includes three categories of work: 1) on demand notice that Televate assistance is required to work off site or in Los Angeles for short durations; 2) prior, pre-scheduled notification, where Televate is required to work off site or in Los Angeles for short/long periods of time; 3) prior pre-schedule notification where Televate is required to work on-site for longer periods of time.

Task 1: Request for Proposals Subject Matter Expert Support

1. Development of Request for Proposal:
 - a. Schedule: Start immediately and continue support throughout the issuance of the RFP.
 - b. Deliverables: Analysis and comment on draft RFP.

Task 2: Proposal Evaluation and Contract Negotiations Support

2. Review Vendor Proposals:
 - a. Schedule: Start immediately receipt of vendor proposals and continue support throughout the vendor evaluation, contract negotiations and final award.

- b. Deliverables: Various vendor technical and pricing proposal and contract document analysis, assessment, and opinion reports and presentations. Participation in internal strategy meetings and with vendors as appropriate.
3. Review LA-RICS win themes:
 - a. Schedule: Start immediately upon Televate contract execution and continue support throughout the LA-RICS vendor evaluation, contract negotiations and final award.
 - b. Deliverables: Collaborate with LA-SafetyNet project team members and provide written and verbal communications, reports and presentation as required.
4. Develop LA-RICS negotiations strategy:
 - a. Schedule: Start immediately upon Televate contract execution and continue support throughout the LA-RICS vendor evaluation, contract negotiations and final award.
 - b. Deliverables: Collaborate with LA-SafetyNet project team members and provide written and verbal communications, reports and presentation as required.
5. Develop detailed price analysis
 - a. Schedule: Within two weeks of receipt of proposed pricing.
 - b. Deliverable: Price analysis of items with comparisons against off-the-shelf and alternative LA-SafetyNet bidder comparable equipment.
6. Developed detailed analysis and recommendations regarding:
 - a. Operation and Maintenance ("O&M") Strategy: Review vendor operational proposal details and associated pricing and conduct industry research as warranted to validate vendor proposal. Propose alternative O&M structure options for select or comprehensive aspects of the network for the LA-SafetyNet based on LA-RICS requirements.
 1. Schedule: Timeline for completing this effort based on the maximum allowable time to complete to support LA-RICS contract negotiations requirements.
 2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
 - b. Project Plan Review: Study and analyze the LA-SafetyNet vendor's project plan and assess validity of the plan and provide recommendations where appropriate to highlight issues and/or opportunities to optimize the plan.
 1. Schedule: Timeline for completing this effort based on the maximum allowable time to complete to support LA-RICS contract negotiations requirements.
 2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
 - c. Vendor Acceptance Plan Review: Study and analyze the LA-SafetyNet vendor's acceptance plan and assess the validity of the plan(s) and provide

recommendations where appropriate to highlight issues and/or opportunities to optimize the plan.

1. Schedule: As needed and directed by the Authority.
 2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
7. Risk Register:
- a. Schedule: monthly (day of month to occur with monthly project review timetable)
 - b. Deliverable: A risk register depicting major project risks, their potential impact, and the plan to mitigate those risks.
8. Other (Proposed): Design Review Package Requirements:
- a. Schedule: The schedule can be accelerated if the vendor provides detailed requirements and sample packages for review.
 - b. Deliverable: A set of requirements for each agreed upon set of design packages

Task 3: Design Reviews: Televate presumes that Design Review will occur over several waves. The following would be the schedule for those waves, however, it would be a function of the vendor work plan.

1. Wave 1: High Level Network Design:
 1. Schedule: Anticipate completion of the reviews within three weeks of receipt of the design package.
 2. Deliverable/Scope: It is anticipated that this package would include the initial design that demonstrates meeting the contract requirements (including matching asset use). The initial design package would include sufficient information for the Authority to "approve" of a constellation of sites in the overall design. The initial design package would include a backhaul capacity plan, RF coverage plan, proposed site locations and configuration. It is preferable to receive these packages in zones (beginning with LA City). The deliverable would be a detailed analysis of the high level design for each zone. Meetings with LA-RICS Authority staff will be conducted to determine the appropriate response to the vendor and assist in preparing the response by the following week.
2. Wave 2: Site Packages:
 1. Schedule: The complete review of each cluster will be completed within two weeks with the same deliverables as in Wave 1 and the same proposed process.
 2. Deliverable/Scope: It is anticipated that site packages will come in clusters of sites. The preference would be that these design packages include all required detailed information to fully evaluate the site and the design requirements. It is preferable to review these site packages in clusters of 10 or more sites. The final deliverable for each site package will be recommendations regarding the proposed design (approve, reject, and issues or cause for rejection with the package)
3. Wave 3: Evolved Packet Core ("EPC"), IP and Application Integration Design:
 1. Schedule: This wave can be conducted in parallel with Wave 2. The review of the proposed design is expected to take three to four weeks with a deliverable and timetable schedule otherwise equivalent to Wave 1.

2. Deliverable/Scope: This work will include a full analysis of the LTE packet core design and system configuration. It will also include an analysis of the IP design and configuration (routing, MPLS, addressing) as well as the security plan from the vendor and the proposed plan to integrate required applications. This would also include a design review (with regional IT staff) of any desired integration with existing applications.

Task 4: Implementation and Deployment Reviews

1. Design Plan Reviews: See task 2 above.
2. Project Plan Reviews:
 1. Schedule: On demand as directed by Authority. Duration depends on the scope of the plan.
 2. Deliverables: Recommendations, changes, and other input regarding project plans.
3. Change Order Management:
 1. Schedule: On demand and as directed by Authority. Duration depends on the scope of the change order.
 2. Deliverables: Recommendations, suggested changes, negotiation strategy, and other input regarding proposed change orders.
4. Quality Assurance (QA) Reviews: The quality assurance reviews are expected to include a review of the vendor's quality assurance plan, project processes, and the vendor's final product. Consultant's review will note deficiencies in the plans, processes, or work products as appropriate. The timing and scope of these deliverables will vary depending on the scope of the vendor's quality assurance deliverables.
5. Vendor Specification Reviews: The Consultant will review vendor work product to ensure it meets contractual requirements, including 3GPP compliance. The deliverables include a comprehensive requirements analysis against the completed solution. The timing of these deliverables will be determined as the deliverables are turned over to the Authority as completed.
6. Acceptance Testing Review: Acceptance testing review will include review of the vendor's acceptance testing plans, witnessing acceptance tests, and review of the results of the acceptance tests. In these cases, Consultant will provide analysis of plans, tests, and results in the form of reports. In addition, the Consultant, as directed by Authority, will design, conduct, and develop reports for other acceptance tests covering other elements of the project (i.e., where the primary vendor does not have the obligation to provide such tests). The deliverables and timing of these activities will be a function of the scope and timing of the vendor's deliverables as well as the additional systems assigned to Consultant to manage testing activities.
7. Integration and Cutover Plan Review: Consultant will review and provide analysis and recommendations regarding the vendor's, the Authority's, and other third party integration and cutover plans. The deliverables for this work will include an analysis of the plans as well recommendations to minimize risks and potential downtime, if applicable.

Task 5: Regulatory and Standards Support

1. Televate shall participate on NPSTC and PSCR working groups representing the Authority.
 - a. Schedule: As needed and depending on NPSTC and PSCR meeting and activity schedules.
 - b. Deliverables: Reports to Authority and management on issues affecting LA-SafetyNet and proposed positioning. Attendance on calls and meetings to represent the Authority's position.
2. Televate shall assist Authority and staff in drafting letters, comments and/or reply to comments to orders, notices and other relevant documents published by the FCC or other agency in regards to the 700 MHz Band.
 - a. Schedule: On demand and as directed by the Authority.
 - b. Deliverables: Reports, comments, letters and other relevant documents as necessary.
3. Televate proposes to assist and support the Authority with ERIC duties. Deliverables and schedule shall be determined when the Authority requests such services.

Task 6: Subject Matter Expert Support

The following subject matter expert deliverables shall be provided by the Consultant to the Authority:

- Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- Deliverables: Develop documents, presentations, designs, plans, and other materials as directed by the Authority. Attend conference calls and meetings to represent the Authority's position. Provide other deliverables as required by the Authority.

Task 7: Operations Support

The following operations deliverables shall be provided by the Consultant to the Authority:

- Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- Deliverables: Develop operational plans, presentations, policies, procedures, and other materials to support Operations of the PSBN as directed by the Authority. Provide recommendations, designs, and other related deliverables for troubleshooting issues in the PSBN. Participate on calls and meetings as needed. Provide other deliverables as required by the Authority. Oversee and/or perform necessary testing for the PSBN. Report test results to the Authority and any other necessary parties.

Task 8: Site Acquisition Support

The following site acquisition support deliverables shall be provided by the Consultant to the Authority:

- Provide monthly and/or bi-monthly status reports to the Authority to demonstrate progress and meet with the Authority as needed.

- Provide successfully executed agreements, including but not limited to, LTE Site Access Agreements, for sites specified by the Authority, to the extent feasible, and in accordance with an Authority-approved LTE schedule, which may be updated from time to time.
- Upon successful execution of each agreement, including but not limited to, LTE Site Access Agreements, provide the Authority with the original executed agreement, the final electronic version of the agreement, and all correspondence and documentation related to the execution of the agreement for the Authority's records.

Task 9: Agency Onboarding Support

The following agency onboarding deliverables shall be delivered by the Consultant to the Authority:

- a. Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- b. Deliverables: Develop presentations, plans, reports, designs, and other materials as directed by the Authority regarding onboarding of enduser agencies. Participate on calls and meetings to represent the Authority's position and facilitate the onboarding process. Review agency and vendor designs and plans and provide recommendations as required. Provide other deliverables as required by the Authority.

Task 10: Device Onboarding Support

The following device onboarding deliverables shall be delivered by the Consultant to the Authority:

- a. Schedule: As needed and depending on meeting and activity schedules.
- b. Deliverables: Provide recommendations, plans, requirements, and other documents as required by the Authority. Participate on calls and meetings to represent the Authority's position and to advance the Authority's plans. Participate and lead device testing activities, provide reviews of vendor provided documents, and other device support deliverables. Provide other deliverables as required by the Authority.

Task 11: Project Reconciliation Support

The Consultant shall provide the following deliverables to the Authority:

- a. Schedule: As needed and depending on meeting and activity schedules.
- b. Deliverables: Provide reports, designs, plans, presentations, recommendations, and other deliverables, as directed, to Authority and management on issues affecting project closing. Attendance on calls and meetings to represent the Authority's position. Provide reviews of vendor proposals, plans, and designs as needed and directed. Provide other deliverables as required by the Authority.



**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>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

**AGREEMENT FOR GRATIS USE OF EQUIPMENT DURING
THE 2016 ROSE PARADE**

SUBJECT

Board approval is requested to delegate authority to the Executive Director to execute the enclosed Agreement, substantially similar to the Enclosure, with the Blackhawk Imaging (Blackhawk), to allow Blackhawk to loan mobile video camera equipment (Equipment) to the Authority, on a gratis basis, for testing and demonstration purposes and use during the upcoming 2016 Rose Parade.

RECOMMENDED ACTION

It is recommended that your Board:

Delegate authority to the Executive Director, or his designee, to execute the attached Agreement, substantially similar to the Enclosure, with Blackhawk that will allow Blackhawk to loan Equipment to the Authority, on a gratis basis, for a period up to and including thirty (30) days, for testing and demonstration purposes and use during the upcoming 2016 Rose Parade.

BACKGROUND

The Authority is planning to provide telecommunication services to the 2016 Rose Parade and use of Blackhawks' Equipment will allow the Authority to test and demonstrate the various capabilities of Band 14 on the Public Safety Broadband Network (PSBN). The Authority would like to test the Equipment on an increased level

AGENDA ITEM N

like the Rose Parade, given initial testing has demonstrated compatibility and functionality.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Authority to enter into a no-cost agreement with Blackhawk to utilize Blackhawk's Equipment during the upcoming 2016 Rose Parade. The Equipment will provide mobile surveillance for the purpose of enhanced security in the Rose Parade vicinity from December 31, 2015, to just prior to the commencement of the parade. The Equipment employs various desirable functions which include, but are not limited to, panoramic 180° live streaming, thermal night vision, and high resolution zoom. The Equipment will send live feed to the Pasadena Emergency Operations Center, the command post for the Rose Parade, where it will be viewed by the Department of Homeland Security, Threat Assessment Response Team, and other specialized units.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will finalize and execute the Agreement.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:MS:pl

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Enclosure

c: Counsel to the Authority

BAILMENT AGREEMENT
Blackhawk Imaging

1. This Agreement entered into this ____ day of _____, between _____ at _____ hereinafter referred to as the "Bailee") and Blackhawk Imaging, 700 SE 5th Street Suite 2 Bentonville Arkansas 72712 (hereinafter referred to as the "Bailor").
2. The Bailor hereby loans the Bailee the following property,

3. Bailor will loan bailed property to Bailee for a period of 30 days, beginning on the date the bailed property is shipped F.O.B. on _____ to the Bailee. The bailed property shall be returned by _____ to the Bailor prior to the termination of this Agreement.
4. **This is a no-cost agreement.**
5. This Agreement may be extended by mutual agreement of the parties hereto.
6. Bailee will not use the bailed property for any purpose other than to support and testing.
7. Bailee will assign appropriately qualified personnel for the operation, handling and maintenance of the bailed property. All parts and/or materials required to maintain and/or support the bailed property during the period of this Agreement will be the responsibility of the Bailor.
8. The Bailor shall not be liable for consequential damages; liability for breach of warranty, express, statutory or implied, including merchantability, is limited to those remedies expressly provided in this Agreement, which remedies shall be exclusive.
9. Information of a proprietary nature concerning the bailed property will be safeguarded by Bailee against disclosure thereof. Upon request of Bailee, Bailor will identify any information considered to be proprietary.
10. The Bailee assumes the risk of, and shall be responsible for, any loss or damage to any third party arising out of or related to the use of the bailed property, or any loss or damage to the bailed property provided under this Agreement while in Bailee's possession or control, including during the transportation periods. Bailee shall return the bailed property in as good a condition as when received, except for reasonable wear and tear thereof for the utilization of such bailed property in accordance with the terms of this Agreement.
11. Neither this Agreement, nor any interest herein nor claim arising hereunder shall be transferred by Bailee to any party or parties.
12. The laws of the State of Arkansas, United States of America shall govern the terms of this Agreement. The parties hereto do hereby consent and submit to the venue and jurisdiction of the state and federal Courts sitting in the State of Arkansas as the sole and exclusive forum for such matters of dispute.
13. The value of this bailed property is \$43,500.00
14. This Agreement constitutes the full and complete understanding between the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective representatives thereunto duly authorized.

Blackhawk Imaging

By: _____

By: _____

Name: Chuck Thompson

Name: _____

Title: President

Title: _____

Date: _____

Date: _____



**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>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

**APPROVE AMENDMENT NO. 15 FOR AGREEMENT NO. LA-RICS 008 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
PUBLIC SAFETY BROADBAND NETWORK**

SUBJECT

Board approval is requested to authorize the Executive Director to execute an amendment to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications Systems (LA-RICS) – Public Safety Broadband Network (PSBN) to revise the Agreement to reflect: (a) the settlement of claims for Work and payment, which were claimed by the Contractor to be for work above and beyond scope and cost contemplated in the Agreement; (b) the reduction of the Project Management fees payable to the Contractor in the Agreement to reflect sites that were not constructed; (c) resulting in a net increase in the Maximum Contract Sum of \$10,685,472. Amendment No. 15 will be substantially similar in form to the Enclosure.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 15 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure, which revises the Agreement to:
 - (a) Settle and resolve all outstanding claims with the Contractor, including all claims from Contractor's subcontractors, and including all known and all

AGENDA ITEM O

potential future claims through the completion of the work under the Agreement.

- (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.
 - (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.
2. Delegate authority to the Executive Director to execute Amendment No. 15 in substantially similar form to the enclosed Amendment.

BACKGROUND

On March 6, 2014, your Board awarded Agreement No. LA-RICS 008 for LA-RICS PSBN System to Motorola to provide Long Term Evolution (LTE) broadband technology. Like all construction projects, the PSBN Project underwent changes that resulted in Motorola submitting \$22,218,228 in change order requests and claims. During the performance of the PSBN Project, there were changes allegedly to the work contemplated in the PSBN Agreement, including but not limited to, system design work, deletion and addition of sites, purchase of fifteen (15) Cells on Wheels (COWs), additional work associated with unknown site conditions, and other alleged out of scope work.

Over approximately the last six months, the Authority, in concert with Counsel to the Authority, and the Jacobs Project Management team, has worked to evaluate the claims, determine whether, in the opinion of the Authority, each claim had merit and, if so, to determine the proper claim value, and to then negotiate a resolution of these claims with Motorola. This proposed Amendment is the result of those months of evaluations and negotiations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to make the changes necessary to settle all current and potential claims by Motorola and its subcontractors for payment for work claimed to be above and beyond the scope and cost contemplated in the Agreement. Approval will also authorize the Executive Director to reduce the total project management fees due

Motorola under the Agreement. The above will result in a net increase in the Maximum Contract Sum of \$10,685,472.

FISCAL IMPACT/FINANCING

The settlement of claims contemplated under Amendment No. 15 is fully reimbursable under the Broadband Technology Opportunities Program (BTOP) grant awarded by the Department of Commerce's National Telecommunications and Information Administration, with the exception of the match requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a contract amendment with Motorola, substantially similar in form to the enclosed.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:JA:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER FIFTEEN
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND NETWORK

Recitals

This Amendment Number Fifteen (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 15") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of December _____, 2015, based on the following recitals:

WHEREAS, Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

WHEREAS, the Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

WHEREAS, the Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

WHEREAS, the Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all

Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective October 3, 2014, to (a) make changes necessary to reflect the removal of three (3) PSBN Sites and all the Work and equipment associated with these PSBN Sites; (b) to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites and all of the Work and equipment affected by these replacements; (c) to make other certain changes; and (d) to increase the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

WHEREAS, the Agreement has been previously amended by Amendment Number Seven, effective December 31, 2014, to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconcile hose tower designs for 28 sites in Phase 2; and (c) to make other certain changes as reflected in Amendment No. 7.

WHEREAS, the Agreement has been previously amended by Amendment Number Eight, effective February 13, 2015, to (a) make changes necessary to reflect the removal of thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of 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 PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) PSBN Sites in Phase 2; (d) to reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes reflected in Amendment No. 8.

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of 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 PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

WHEREAS, the Agreement was previously amended by Amendment Number Ten, effective June 25, 2015, to (a) make changes necessary to remedy certain miscalculations reflected in Amendment No. 9 resulting in a reduction in the amount by \$280,622; (b) make changes necessary to reflect the inclusion of Phase 1 (System Design) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments) attached to Amendment No. 10, and exercise the Unilateral Option for all Work Pertaining to Phase 1 (System Design) for the COWs in the amount of \$411,981; (c) make changes necessary to reflect construction restoration Work for thirty (30) PSBN Sites to return the sites to preconstruction conditions in the amount of \$2,321,257; (d) make changes necessary to reflect the inclusion of fiber optic equipment and related Work for the County of Los Angeles and the City of Los Angeles to allow for interconnectivity among the agencies and the PSBN in the amount of \$1,275,000; (e) to increase the Maximum Contract Sum by \$3,727,616 (\$4,008,238 - \$280,622) from \$158,930,274 to \$162,657,890; and (f) to make certain other changes as set forth in Amendment No. 10.

WHEREAS, the Agreement was previously amended by Amendment Number Eleven, effective July 16, 2015, to (a) make changes necessary to reflect the inclusion of one (1) PSBN Site and all Work and equipment associated with the addition of this site in the amount of \$336,081 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (b) make changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs in the amount of \$3,244,880 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (c) exercise the Unilateral Options for all Work Pertaining to Phase 1 (System Design) for one (1) PSBN Site (PASDNPD) and Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the one (1) PSBN Site and the fifteen (15) COWs; and (d) to increase the Maximum Contract Sum by \$3,580,961 from \$162,657,890 to \$166,238,851. The parties acknowledged that the Maximum Contract Sum would be adjusted down accordingly in future amendments reducing the scope of the PSBN Project.

WHEREAS, the Agreement was previously amended by Amendment Number Twelve, effective August 13, 2015, to (a) account for the removal of forty-two (42) sites from the scope of the PBSN; (b) make changes necessary to reflect the removal of tower foundations from seven (7) PSBN Sites as part of construction restoration Work to return the sites to preconstruction conditions in the amount of \$37,607; (c) make changes necessary to include construction restoration Work for one (1) PSBN Site (LASDCVS) to return the site to preconstruction conditions in the amount of \$19,800; (d) make changes necessary to reflect the inclusion and purchase of 5,000 Universal Integrated Circuit Cards (UICC) in the amount of \$245,000; (e) make changes necessary to reflect the inclusion and purchase of five (5) CISCO routers and five (5) corresponding units of data service in the amount of \$17,500; (f) make changes necessary to reflect site construction changes in the amount of \$150,740 (g) make changes necessary to remedy certain miscalculations in cost in the amount of

\$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of \$12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by \$12,353,154 (\$12,989,223 – \$636,069 when taking the above cost increases into consideration) from \$166,238,851 to \$153,885,697; and (j) to make other certain changes as set forth in Amendment No. 12.

WHEREAS, the Agreement was previously amended by Amendment Number Thirteen, effective September 4, 2015, to (a) account for the removal of seventy-seven (77) PSBN Sites from the scope of the PSBN; (b) account for the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site with an increased amount of \$404,053; (c) reconcile microwave equipment to align with the final backhaul design with an increased amount of \$813,381; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed with an increased amount of \$10,727,207; (e) make changes necessary to reflect site construction changes with an increased amount of \$482,923; (f) make changes necessary to remedy certain miscalculations resulting in a cost reduction of \$25,854; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments resulting in a cost reduction of \$6,304,207; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites in the amount of \$30,511,394; (i) all actions decreasing the Maximum Contract Sum by \$24,413,891 (\$36,841,455 – \$12,427,564 when taking the above cost increases and reductions into consideration) from \$153,885,697 to \$129,471,804; and (j) to make other certain changes as set forth in Amendment No. 13.

WHEREAS, the Agreement was previously amended by Amendment Number Fourteen, effective October 9, 2015, to (a) reconcile spare equipment required for the continued operation and support of the PSBN for an increased amount of \$1,214,021; (b) reconcile equipment necessary for the fifteen (15) Cell-On-Wheels (COWs) for an increased amount of \$2,157,669; (c) make changes necessary to reflect site construction changes for an increased amount of \$80,220; (d) reconcile excess equipment for a decreased amount of \$24,229; and (e) all actions increasing the Maximum Contract Sum by \$3,427,681 (\$1,214,021 + \$2,157,669 + \$80,220 - \$24,229) from \$129,471,804 to \$132,899,485; and (e) to make other certain changes as set forth in the Amendment No. 14.

WHEREAS, Contractor has submitted to the Authority certain claims for payment above and beyond that provided in Exhibit C (Schedule of Payments) to design, construct and implement the PSBN System on behalf of Contractor and on behalf of Contractor's subcontractors including, but not limited to, General Dynamics Information Technology, Inc. ("GDIT") and Pyramid Network Services, LLC. Those claims (the "Contractor Claims") include, but are not limited to, those identified on the spreadsheet attached hereto as Exhibit C.16 (Claims Settlement) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.

WHEREAS, Contractor has represented to the Authority that the amounts requested in each of the claims listed on Exhibit C.16 (Claims Settlement) to Exhibit C (Schedule of Payments), represent actual costs that Contractor and Contractor's subcontractors have incurred or are already obligated to incur.

WHEREAS, Contractor contends that all of the claims presented are meritorious and arise out of work performed or to be performed by Contractor and its subcontractors, which was necessary or directed by the Authority for the implementation of the PSBN System but was beyond the scope originally contemplated in the PSBN Agreement and/or in Exhibit C (Schedule of Payments).

WHEREAS, the Authority has evaluated the Contractor Claims and has determined that some of the Contractor Claims are meritorious in whole or in part.

WHEREAS, the Authority has reserved the right in previous Amendments to seek to reduce the project management fees listed in Exhibit C (Schedule of Payments) for sites that were terminated and removed from the PSBN System before they were completed ("Terminated Sites") and has now determined to reduce such amounts by \$5,078,774 asserting the fees were not earned since the sites were terminated.

WHEREAS, Contractor asserts that it has both incurred and earned most, if not all, of the project management fees listed in Exhibit C (Schedule of Payments) for the Terminated Sites.

WHEREAS, by way of this Amendment No. 15, the Authority and Contractor now wish to settle the Contractor Claims, including the dispute over the project management fees and any and all other claims for additional compensation above the current Maximum Contract Sum that Contractor or its subcontractors may have against the Authority relating to any Work that has been performed or is required to be performed under the PSBN Agreement, whether that claim has yet arisen or arises in the future between now and Contractor's completion of the Work on the PSBN System pursuant to the PSBN Agreement, with the exception of changes to the Work directed in writing by the Authority in the future, any future delays caused by the Authority to the completion of the project, but only to the extent such future delay is not solely or concurrently caused by Contractor or Contractor's subcontractors, and only for the period by which such delays extend beyond August 1, 2016, or Force Majeure events.

This Amendment No. 15 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, for full and valuable consideration, and based upon the foregoing recitals, and the terms, conditions, covenants and agreements contained herein, the Settling Parties 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. 15 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 15.

2. To implement the Change Order Settlement, Exhibit C (Schedule of Payments) is revised to include Exhibit C.16 (Claims Settlement). The new Exhibit C.16 (Claims Settlement) will reflect the following changes to the Maximum Contract Sum:

a.	Total Contractor Claims Accepted for Payment:	\$15,764,246
b.	Reduction of Project Management Fees for the Terminated Sites:	-\$5,078,774
c.	Net increase in Contract Sum :	\$10,685,472

3. Amendments to Base Document.

- 3.1 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 One Hundred Forty-Three Million, Five Hundred Eighty-Four Thousand, Nine Hundred Fifty-Seven Dollars (\$143,584,957) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 3.2 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 One Hundred Seventy-Nine Million, Two Hundred Ninety-Nine Thousand, Five Hundred Thirty-Nine Dollars (\$179,299,539). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. For the purposes of this Amendment No. 15, a subset of the change orders listed in Exhibit C.16 (Claims Settlement) are deemed and labeled as approved for settlement by the Authority in the amounts indicated in Exhibit C.16 (Claims Settlement) (hereinafter, "Approved for Settlement Change Orders"). Upon the execution of this Amendment, Contractor may submit a single Work Acceptance Certificate and an Invoice for the Approved for Settlement Change Orders in accordance with Section 11 (Invoices and Payments) of the PSBN Agreement.

Prior to the execution of this Amendment, the Authority has reviewed the current documentation supporting each of the change orders and the Authority will agree to accept such documents or revised versions providing improved descriptions and documentation. The Parties acknowledge and agree that, by determining and advising Contractor as to what documentation the Authority will require, the Authority does not warrant or represent that such documentation is sufficient to achieve approval in any subsequent Federal audit of payments made on this project, if any.

5. Contractor agrees to maintain and provide to the Authority documentation and support of the paid Contractor Claims sufficient for the approval of those claims in any subsequent Federal audit or review of the Authority's payment of those claims as part of the BTOP grant, if any.
6. Notwithstanding the above, if, as a result of any Federal audit, the Federal government determines that some or all of the amounts paid on the Contractor Claims were not sufficiently justified or supported and must be disgorged by the Authority, Contractor agrees in accordance with Section 43 (Authority Audit Settlements), upon the Authority's written notification and demand to Contractor, to immediately pay to the Authority the amount(s) paid on the Contractor Claims that the Federal government determines must be disgorged, plus any related penalties and interest that the Authority must pay related to those Contractor claims.
 - a. The Authority shall be under no obligation to appeal or otherwise dispute a determination by the Federal government that some or all of the amounts paid on the Contractor Claims were not sufficiently justified or supported and must be disgorged by the Authority.
 - b. Contractor may, at Contractor's own expense and in its own name, appeal or otherwise dispute a determination by the Federal government that some or all of the amounts paid on the Contractor Claims were not sufficiently justified or supported and must be disgorged by the Authority. However, such an effort (to the extent that it is not successful) shall in no way reduce or eliminate Contractor's obligation to pay the Authority as specified in Paragraph 6 above.
 - c. Because this represents a settlement of the Contractor Claims, in the event that Contractor chooses to do so, Contractor reserves the right, and the Authority will not object to, the Contractor providing to the Federal government the documentation previously submitted by Contractor to the Authority for the rejected change orders to support the Contractor Claims that have been rejected pursuant to this settlement, so that the Federal Government may have a full understanding of the Contractor Claims.
7. In consideration for the payments set forth in Exhibit C.16 (Claims Settlement) to Exhibit C (Schedule of Payments) attached to this Amendment No. 15,

Contractor agrees that it hereby releases and forever discharges any right under Section 2 (Changes to Agreement), Section 9 (Grant Funding Requirements) or other sections of the PSBN Agreement to seek additional compensation above the Maximum Contract Sum as modified by this Amendment for the Work performed as of the date of this Amendment or for Work in the future required by the PSBN Agreement to complete the PSBN System, with the exception of changes to the Work directed in writing by the Authority in the future, any future delays by the Authority to the completion of the project, but only to the extent such future delay is not solely or concurrently caused by Contractor or Contractor's subcontractors, and only for the period by which such delays extend beyond August 1, 2015, or a Force Majeure event.

8. For the claims released in Paragraph 7 of this Amendment, this release is a general release of ALL claims, demands, causes of action, obligations, damages and liabilities of any nature arising from Contractor's and its subcontractors' performance of work as described in Paragraph 7, and is intended to encompass all known, unknown, foreseen and unforeseen claims which the Contractor and its subcontractors may have in relation to the work described in Paragraph 7, except for any claims which may arise from enforcement of the terms of this Amendment. Contractor knowingly and intentionally waives any and all rights against the Authority under the provisions of section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH OF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

9. Upon written tender to Contractor, Contractor shall immediately at its own expense, defend and indemnify the Authority from any claims, actions or proceedings made by or brought by any of Contractor's subcontractors, suppliers, materialmen or consultants, of any tier, relating in any manner whatsoever to the PSBN Claims and/or the PSBN Agreement.
10. The Parties acknowledge and agree that this Amendment No. 15 is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Amendment No. 15 shall be construed in any manner as an admission of any liability by either of the Parties or any of their employees or any affiliated person(s) or entity/ies. Further, this Amendment No. 15 shall not be construed as an admission by Contractor that any of the claims listed in Exhibit C.16 (Claims Settlement) or the Contractor claim for the project management fees that are being reduced under this Amendment No. 15 are invalid or that those claims should not be paid.

11. Amendments to Agreement Exhibits.
 - 11.1 Exhibit C.1 (PSBN Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 15, which is incorporated by this reference.
 - 11.2 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Prices) 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. 15, which is incorporated by this reference.
 - 11.3 Exhibit C.4 (Phase 3 – Supply PSBN Components) to Exhibit C (Schedule of Prices) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply PSBN Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 15, which is incorporated by this reference.
 - 11.4 Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Prices) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 15, which is incorporated by this reference.
 - 11.5 Exhibit C (Schedule of Payments) is revised to include a new Exhibit, Exhibit C.16 (Claims Settlement), which is attached to this Amendment No. 15, and incorporated herein by this reference.
12. This Amendment No. 15 constitutes the entire agreement between the Settling Parties its terms supersede all prior discussions, understandings or agreements, between them concerning the subject matter of this Amendment.
13. This Amendment No. 15 may not be amended or modified except by a writing signed by all parties.
14. This Amendment No. 15 and its validity, construction and effect shall be governed by the laws of the State of California.
15. This Amendment has been jointly drafted by the Settling Parties, through their attorneys, and any rule of construction to interpret ambiguities against the drafter of the document shall not apply to any party.
16. This Amendment No. 15 shall become effective as of the date identified in the recitals, which is the date upon which:
 - a. An authorized agent of Contractor has executed this Amendment No. 15;

- b. Los Angeles County Counsel has approved this Amendment No. 15 as to form;
 - c. The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 15; and
 - d. The Executive Director of the Authority has executed this Amendment No. 15.
17. Except as expressly provided in this Amendment No. 15, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
18. Contractor and the person executing this Amendment No. 15 on behalf of Contractor represent and warrant that the person executing this Amendment No. 15 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 15, and that all requirements of Contractor to provide such actual authority have been fulfilled.
19. This Amendment No. 15 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 FIFTEEN
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 15 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: _____

Patrick J. Mallon
Executive Director

By: _____

Mark Schmidl
Vice President

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

APPROVED AS TO FORM FOR
MOTOROLA SOLUTIONS, INC.:

MARY C. WICKHAM
County Counsel

By: _____

Michael S. Simon
Deputy County Counsel

By: _____

David Little
Senior Commercial Counsel

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification	\$ -	\$ 20,490,259	\$ 2,002,795	\$ 18,487,464
Phase 3 - Supply PSBN Components	\$ -	\$ 26,719,365	\$ 1,824,647	\$ 24,894,718
Phase 4 - PSBN Implementation	\$ -	\$ 10,298,093	\$ 1,029,802	\$ 9,268,291
Subtotal (Phases 1 to 4)	\$ -	\$ 71,968,305	\$ 6,064,231	\$ 65,904,074
Phase 5 - PSBN Maintenance (First 5 Years of Maintenance)	\$ 32,369,744	\$ -	\$ 3,236,974	\$ 29,132,770
Subtotal (Phases 1 to 5)	\$ 32,369,744	\$ 71,968,305	\$ 9,301,205	\$ 95,036,844
Additive Alternate 1 - Home Subscriber Server (HSS) ^(Notes 1 & 2)	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core ^(Notes 1 & 2)	\$ -	\$ 3,581,366	\$ 358,137	\$ 3,223,229
Additive Alternate 3 - Location Services	\$ 2,592,246	\$ -	\$ 259,225	\$ 2,333,021
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 8,758,336	\$ 4,542,254	\$ 1,330,060	\$ 11,970,530
Total [(Phases 1-5) + Additive Alternates]	\$ 41,128,080	\$ 76,510,559	\$ 10,631,265	\$ 107,007,374
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 411,975	\$ 41,175	\$ 370,800
Phase 2 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 1,824,480	\$ 182,460	\$ 1,642,020
Phase 3 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 3,452,895	\$ 338,067	\$ 3,114,828
Phase 4 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 125,175	\$ 12,525	\$ 112,650
Restoration Work	\$ -	\$ 2,378,664	\$ -	\$ 2,378,664
Fiber Optic Equipment and Related Work	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
Site Construction Changes	\$ -	\$ 713,883	\$ 71,403	\$ 642,482
Claims Settlement	\$ -	\$ 15,764,246	\$ -	\$ -
TOTAL CONTRACT SUM		\$102,456,877		
MAXIMUM CONTRACT SUM <small>(Total Unilateral Option Sum + Total Contract Sum)</small>		\$143,584,957		

* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	General Criteria for Phase 2 - Site Construction & Site Modification Per Site:	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Alhambra PD_ALHPD01	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Arcadia PD_ARCPD01	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Azusa PD_AZPD001	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Bell Gardens PD_BGPD001	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Beverly Hills Rexford Drive_BHR	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Bald Mountain_BMT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Baldwin Park PD_BPPD001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Blue Rock_BRK	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Burnt Peak_BUR	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Burbank PD_BURPD01	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Criminal Court Building_CCT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Century_CEN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Carlton J. Peterson Park_CJP	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Claremont Microwave Tower_CLM	8,847	\$ 1,406	\$ -	\$ 10,253	\$ 1,025	\$ 9,228
A.4.1	Claremont PD_CLRMPD1	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 2_CPTFD02	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 4_CPTFD04 Culver City	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Communications Tower_CULV001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Downey PD_DWNYPD1	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	El Monte PD_ELMNTPD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	El Segundo PD_ELSGDPP	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FCCF-HQ_FCCF	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 5_FSS	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Gardena_GARD001	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Glendale Civic Center_GCC	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Glendale Water & Power UOC_GDWP001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 23_GLNDL23	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 24_GLNDL24	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 28_GLNDL28	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 3_LACF003	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 4_LACF004	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 16_LACF016	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 21_LACF021	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 23_LACF023	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 24_LACF024	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 28_LACF028	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 30_LACF030	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 31_LACF031	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 38_LACF038	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 44_LACF044	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 48_LACF048	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 50_LACF050	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 53_LACF053	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 56_LACF056	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 58_LACF058	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 59_LACF059	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 61_LACF061	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 65_LACF065	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 68_LACF068	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 69_LACF069	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 71_LACF071	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 72_LACF072	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 73_LACF073	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 76_LACF076	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 77_LACF077	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 78_LACF078	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 79_LACF079	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 80_LACF080	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 81_LACF081	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 83_LACF083	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 84_LACF084	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 85_LACF085	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 86_LACF086	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 87_LACF087	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 88_LACF088	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 90_LACF090	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 91_LACF091	-	\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	FS 92_LACF092	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 93_LACF093	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 95_LACF095	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 96_LACF096	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 98_LACF098	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 99_LACF099	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 102_LACF102	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 105_LACF105	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 106_LACF106	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 107_LACF107	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS108_LACF108	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 111_LACF111	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 112_LACF112	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 114_LACF114	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 117_LACF117	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 118_LACF118	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 120_LACF120	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 123_LACF123	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 129_LACF129	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 132_LACF132	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 140_LACF140	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 141_LACF141	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 144_LACF144	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 146_LACF146	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 149_LACF149	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 151_LACF151	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS153_LACF153	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 154_LACF154	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 157_LACF157	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 159_LACF159	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 161_LACF161	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 162_LACF162	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 163_LACF163	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 164_LACF164	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 169_LACF169	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 171_LACF171	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 173_LACF173	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 181_LACF181	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 183_LACF183	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 184_LACF184	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 187_LACF187	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 188_LACF188	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 192_LACF192	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 194_LACF194	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	CP 2_LACFCP02	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	CP 9_LACFCP09	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	CP 14_LACFCP14	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	LAC/OLIVEVIEW+UCLA_LACOLV	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	LAC/USC MEDICAL CENTER_LACUSC	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 005_LAFD005	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 012_LAFD012	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 015_LAFD015	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 016_LAFD016	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 019_LAFD019	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 029_LAFD029	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 035_LAFD035	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 042_LAFD042	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 044_LAFD044	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 047_LAFD047	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 049_LAFD049	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 055_LAFD055	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 061_LAFD061	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 066_LAFD066	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 074_LAFD074	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 076_LAFD076	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 077_LAFD077	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 079_LAFD079	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 080_LAFD080	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 081_LAFD081	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 082_LAFD082	-	\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	FS 084_LAFD084	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 085_LAFD085	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 088_LAFD088	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 093_LAFD093	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 094_LAFD094	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 095_LAFD095	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 096_LAFD096	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 097_LAFD097	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 101_LAFD101	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 105_LAFD105	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 114_LAFD114	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Hermosa HQ_LALGH00	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Zuma Lifeguard HQ_LALG300	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Lifeguard Division_LALG_HQ	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Lancaster_LAN	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	77TH Street Area Complex_LAPD077	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Central Area Complex_LAPDCEN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Devonshire Area station_LAPDDVN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Foothill Area station_LAPDFTH	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Hollenbeck Area station_LAPDHLB	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Hollywood Area station_LAPDHWD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Mission Area station_LAPDMIS	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Northeast Area station_LAPDNED	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	North Hollywood Area Station_LAPDNHD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Newton_LAPDNWT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Olympic Area station_LAPDOLY	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Pacific Area station_LAPDPAC	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Rampart Area station_LAPDRAM	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Topanga Area station_LAPDTPA	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Valley Dispatch Center_LAPDVDC	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Van Nuys Area station_LAPDVNS	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Wilshire Area station_LAPDWIL	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	West Los Angeles Area station_LAPDWLA	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	West Valley Area facility_LAPDWVD	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Altadena_LASDALD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Carson_LASDCSN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Esceenta Valley_LASDCVS	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Industry_LASDIDT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Lakewood_LASDLKD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Lennox (Closed)_LASDLNX	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	North County Correctional Facility_LASDNCC	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Norwalk_LASDNWK	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Pico Rivera_LASDPRV	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Santa Clarita Valley_LASDSCV	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	San Dimas_LASDSDM	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Temple_LASDTEM	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_LBFD002	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 6_LBFD006	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 9_LBFD009	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 12_LBFD012	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 13_LBFD013	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 21_LBFD021	-		\$ -	\$ -	\$ -	\$ -
A.4.1	HQ_LBFD026	-		\$ -	\$ -	\$ -	\$ -
A.4.1	HQ_LBPDHQ	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Sylmar Converter Station - E_LDWP220	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Lost Hills/Malibu_LHS	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 2_LVFD002	-		\$ -	\$ -	\$ -	\$ -
A.4.1	La Verne PD_LVRNPD	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 1_MBF001	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Mira Loma Detention Facility_MLM	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Monrovia PD_MNRVPD	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Montebello PD_MNTBLPD	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Monterey Park PD_MNTPKPD	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Mount Olivet Reservoir_MOR	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 2_MRF002	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 2_MTF002	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Mount Washington_MTW	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Goodrich_PASA001	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 33_PASFD33	-		\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	Puente Hills_PHN	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Palmdale_PLM	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_RDBFD02			\$ -	\$ -	\$ -	\$ -
A.4.1	Redondo Beach_PD_RDNBPD			\$ -	\$ -	\$ -	\$ -
A.4.1	Reservoir Hill_REH			\$ -	\$ -	\$ -	\$ -
A.4.1	San Pedro City Hall_SCH			\$ -	\$ -	\$ -	\$ -
A.4.1	Southeast Area station_SEP	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 3_SFSFD03			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 4_SFSFD04			\$ -	\$ -	\$ -	\$ -
A.4.1	South L.A._SLA	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 2_SMFD002			\$ -	\$ -	\$ -	\$ -
A.4.1	South Gate_PD_SOGTPD			\$ -	\$ -	\$ -	\$ -
A.4.1	San Vicente Peak_SVP			\$ -	\$ -	\$ -	\$ -
A.4.1	Southwest Area station_SWP	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	City Hall Radio Tower_TORC001			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 2_TORFD02			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 3_TORFD03			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 4_TORFD04			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 1_VEFD001	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 3_VEFD003	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Walnut/Diamond Bar_WAL	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 4_WCFD004			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 5_WCFD005			\$ -	\$ -	\$ -	\$ -
A.4.1	West Hollywood_WHD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:			\$ -	\$ -	\$ -	\$ -
A.4.2	Alhambra_PD_ALHDP01			\$ -	\$ -	\$ -	\$ -
A.4.2	Arcadia_PD_ARCPD01	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Azusa_PD_AZPD001	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Bell Gardens_PD_BGPD001			\$ -	\$ -	\$ -	\$ -
A.4.2	Beverly Hills Rexford Drive_BHR			\$ -	\$ -	\$ -	\$ -
A.4.2	Bald Mountain_BMT	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Baldwin Park_PD_BPPD001			\$ -	\$ -	\$ -	\$ -
A.4.2	Blue Rock_BRK			\$ -	\$ -	\$ -	\$ -
A.4.2	Burnt Peak_BUR			\$ -	\$ -	\$ -	\$ -
A.4.2	Burbank_PD_BURPD01			\$ -	\$ -	\$ -	\$ -
A.4.2	Criminal Court Building_CCT	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	Century_CEN	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Carlton J. Peterson Park_CJP			\$ -	\$ -	\$ -	\$ -
A.4.2	Claremont Microwave Tower_CLM	5,020	\$ 798	\$ -	\$ 5,818	\$ 582	\$ 5,236
A.4.2	Claremont_PD_CLRMPD1			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 2_CPTFD02			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 4_CPTFD04	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Culver City Communications Tower_CULV001			\$ -	\$ -	\$ -	\$ -
A.4.2	Downey_PD_DWNYPD1			\$ -	\$ -	\$ -	\$ -
A.4.2	El Monte_PD_ELMNTPD	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	El Segundo_PD_ELSGDPD			\$ -	\$ -	\$ -	\$ -
A.4.2	FCCF-HQ_FCCF	5,021	\$ 3,232	\$ -	\$ 8,253	\$ 825	\$ 7,428
A.4.2	FS 5_FS5	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Gardena_GARD001	5,021	\$ 3,232	\$ -	\$ 8,253	\$ 825	\$ 7,428
A.4.2	Glendale Civic Center_GCC			\$ -	\$ -	\$ -	\$ -
A.4.2	Glendale Water & Power UOC_GDWP001			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 23_GLNDL23			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 24_GLNDL24			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 28_GLNDL28			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 3_LACF003	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 4_LACF004	20,974	\$ 3,232	\$ -	\$ 24,206	\$ 2,421	\$ 21,785
A.4.2	FS 16_LACF016	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 21_LACF021	18,758	\$ 3,232	\$ -	\$ 21,990	\$ 2,199	\$ 19,791
A.4.2	FS 23_LACF023	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 24_LACF024			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 28_LACF028			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 30_LACF030			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 31_LACF031	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 38_LACF038	13,616	\$ 3,232	\$ -	\$ 16,848	\$ 1,685	\$ 15,163
A.4.2	FS 44_LACF044	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 48_LACF048	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 50_LACF050	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.2	FS 53_LACF053	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 56_LACF056	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 58_LACF058	13,616	\$ 3,232	\$ -	\$ 16,848	\$ 1,685	\$ 15,163
A.4.2	FS 59_LACF059	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 61_LACF061	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 65_LACF065	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 68_LACF068	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 69_LACF069	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 71_LACF071	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 72_LACF072	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 73_LACF073	3,921	\$ 4,052	\$ -	\$ 7,973	\$ 797	\$ 7,176
A.4.2	FS 76_LACF076	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 77_LACF077	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 78_LACF078	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 79_LACF079	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 80_LACF080	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 81_LACF081	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 83_LACF083	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 84_LACF084	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 85_LACF085	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 86_LACF086	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 87_LACF087	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 88_LACF088	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 90_LACF090	13,616	\$ 3,232	\$ -	\$ 16,848	\$ 1,685	\$ 15,163
A.4.2	FS 91_LACF091	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 92_LACF092	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 93_LACF093	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 95_LACF095	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 96_LACF096	13,373	\$ 3,232	\$ -	\$ 16,605	\$ 1,661	\$ 14,944
A.4.2	FS 98_LACF098	25,887	\$ 3,232	\$ -	\$ 29,119	\$ 2,912	\$ 26,207
A.4.2	FS 99_LACF099	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 102_LACF102	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 105_LACF105	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 106_LACF106	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 107_LACF107	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS108_LACF108	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 111_LACF111	25,973	\$ 4,052	\$ -	\$ 30,025	\$ 3,003	\$ 27,022
A.4.2	FS 112_LACF112	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 114_LACF114	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 117_LACF117	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 118_LACF118	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 120_LACF120	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 123_LACF123	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 129_LACF129	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 132_LACF132	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 140_LACF140	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 141_LACF141	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 144_LACF144	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 146_LACF146	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 149_LACF149	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 151_LACF151	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS153_LACF153	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 154_LACF154	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 157_LACF157	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 159_LACF159	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 161_LACF161	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 162_LACF162	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 163_LACF163	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 164_LACF164	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 169_LACF169	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 171_LACF171	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 173_LACF173	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 181_LACF181	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 183_LACF183	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 184_LACF184	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 187_LACF187	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 188_LACF188	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 192_LACF192	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 194_LACF194	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	CP 2_LACFCP02	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	CP 9_LACFCP09	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	CP 14_LACFCP14	-	-	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.2	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	LAC/OLIVEVIEW+UCLA_LACOLV	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	LAC/USC MEDICAL CENTER_LACUSC	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	FS 005_LAFD005	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 012_LAFD012	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 015_LAFD015	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 016_LAFD016	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 019_LAFD019	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 029_LAFD029	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 035_LAFD035	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 042_LAFD042	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 044_LAFD044	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 047_LAFD047	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 049_LAFD049	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 055_LAFD055	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 061_LAFD061	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 066_LAFD066	13,617	\$ 3,232	\$ -	\$ 16,849	\$ 1,685	\$ 15,164
A.4.2	FS 074_LAFD074	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 076_LAFD076	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 077_LAFD077	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 079_LAFD079	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 080_LAFD080	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 081_LAFD081	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 082_LAFD082	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 084_LAFD084	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 085_LAFD085	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 088_LAFD088	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 092_LAFD092	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 094_LAFD094	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 095_LAFD095	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 096_LAFD096	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 097_LAFD097	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 101_LAFD101	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 105_LAFD105	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 114_LAFD114	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	Hermosa_HQ_LALGH00	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	Zuma Lifeguard_HQ_LALG300	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	Lifeguard_Division_LALG_HQ	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	Lancaster_LAN	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	77TH Street Area Complex_LAPD077	19,082	\$ 3,232	\$ -	\$ 22,314	\$ 2,231	\$ 20,083
A.4.2	Central Area Complex_LAPDCEN	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	Devonshire Area station_LAPDDVN	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Foothill Area station_LAPDFTH	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Hollenbeck Area station_LAPDHLB	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Hollywood Area station_LAPDHWD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Mission Area station_LAPDMIS	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Northeast Area station_LAPDNED	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	North Hollywood Area Station_LAPDNHD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Newton_LAPDNWT	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Olympic Area station_LAPDOLY	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Pacific Area station_LAPDPAC	20,341	\$ 3,232	\$ -	\$ 20,341	\$ 2,034	\$ 18,307
A.4.2	Rampart Area station_LAPDRAM	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Topanga Area station_LAPDTOP	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Valley Dispatch Center_LAPDVDC	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	Van Nuys Area station_LAPDVNS	25,806	\$ 3,232	\$ -	\$ 29,038	\$ 2,904	\$ 26,134
A.4.2	Wilshire Area station_LAPDWIL	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	West Los Angeles Area station_LAPDWLA	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	West Valley Area facility_LAPDWVD	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Altadena_LASDALD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Carson_LASDCSN	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Creseenta Valley_LASDCVS	-	-	\$ -	\$ -	\$ -	\$ -
A.4.2	Industry_LASDIDT	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Lakewood_LASDLKD	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Lennox (Closed)_LASDLNX	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	North County Correctional Facility_LASDNCC	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Norwalk_LASDNWK	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Pico Rivera_LASDPRV	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Santa Clarita Valley_LASDSCV	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	San Dimas_LASDSDM	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217

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A.4.2	Temple_LASDTEM	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 2_LBFD002			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 6_LBFD006			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 9_LBFD009			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 12_LBFD012			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 13_LBFD013			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 21_LBFD021			\$ -	\$ -	\$ -	\$ -
A.4.2	HQ_LBFD026			\$ -	\$ -	\$ -	\$ -
A.4.2	HQ_LBPDHQ	19,081	\$ 3,032	\$ -	\$ 22,113	\$ 2,211	\$ 19,902
A.4.2	Sylmar Converter Station - E_LDWP220			\$ -	\$ -	\$ -	\$ -
A.4.2	Lost Hills/Malibu_LHS	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	FS 2_LVFD002			\$ -	\$ -	\$ -	\$ -
A.4.2	La Verne PD_LVRNPD			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 1_MBF001			\$ -	\$ -	\$ -	\$ -
A.4.2	Mira Loma Detention Facility_MLM	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Monrovia PD_MNRVPD			\$ -	\$ -	\$ -	\$ -
A.4.2	Montebello PD_MNTBLPD			\$ -	\$ -	\$ -	\$ -
A.4.2	Monterey Park PD_MNTPKPD			\$ -	\$ -	\$ -	\$ -
A.4.2	Mount Olivet Reservoir_MOR			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 2_MRF002			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 3_MTF003			\$ -	\$ -	\$ -	\$ -
A.4.2	Mount Washington_MTW			\$ -	\$ -	\$ -	\$ -
A.4.2	Goodrich_PASA001	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	FS 33_PASFD33			\$ -	\$ -	\$ -	\$ -
A.4.2	Puente Hills_PHN	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Palmdale_PLM	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	25,806	\$ 3,232	\$ -	\$ 29,038	\$ 2,904	\$ 26,134
A.4.2	FS 2_RDBFD02			\$ -	\$ -	\$ -	\$ -
A.4.2	Redondo Beach PD_RDNBPD			\$ -	\$ -	\$ -	\$ -
A.4.2	Reservoir Hill_REH			\$ -	\$ -	\$ -	\$ -
A.4.2	San Pedro City Hall_SCH			\$ -	\$ -	\$ -	\$ -
A.4.2	Southeast Area station_SEP	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 3_SFSFD03			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 4_SFSFD04			\$ -	\$ -	\$ -	\$ -
A.4.2	South L.A._SLA	5,021	\$ 3,232	\$ -	\$ 8,253	\$ 825	\$ 7,428
A.4.2	FS 2_SMFD002			\$ -	\$ -	\$ -	\$ -
A.4.2	South Gate PD_SOGTPD			\$ -	\$ -	\$ -	\$ -
A.4.2	San Vicente Peak_SVP			\$ -	\$ -	\$ -	\$ -
A.4.2	Southwest Area station_SWP	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	City Hall Radio Tower_TORC001			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 2_TORFD02			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 3_TORFD03			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 4_TORFD04			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 1_VEF001	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 3_VEF003	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Walnut/Diamond Bar_WAL	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	FS 4_WCFD004			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 5_WCFD005			\$ -	\$ -	\$ -	\$ -
A.4.2	West Hollywood_WHD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.3	Construct Site Improvements Per Site:			\$ -	\$ -	\$ -	\$ -
A.4.3	Alhambra PD_ALHPD01			\$ -	\$ -	\$ -	\$ -
A.4.3	Arcadia PD_ARCPD01	138,543	\$ 22,732	\$ -	\$ 161,275	\$ 16,128	\$ 145,147
A.4.3	Azusa PD_AZPD001	198,620	\$ 22,732	\$ -	\$ 221,352	\$ 22,135	\$ 199,217
A.4.3	Bell Gardens PD_BGPD001			\$ -	\$ -	\$ -	\$ -
A.4.3	Beverly Hills Rexford Drive_BHR			\$ -	\$ -	\$ -	\$ -
A.4.3	Bald Mountain_BMT	131,284	\$ 20,858	\$ -	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	Baldwin Park PD_BPPD001			\$ -	\$ -	\$ -	\$ -
A.4.3	Blue Rock_BRK			\$ -	\$ -	\$ -	\$ -
A.4.3	Burnt Peak_BUR			\$ -	\$ -	\$ -	\$ -
A.4.3	Burbank PD_BURPD01			\$ -	\$ -	\$ -	\$ -
A.4.3	Criminal Court Building_CCT	21,037	\$ 9,988	\$ -	\$ 31,025	\$ 3,103	\$ 27,922
A.4.3	Century_CEN	131,284	\$ 20,858	\$ -	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	Carlton J. Peterson Park_CJP			\$ -	\$ -	\$ -	\$ -
A.4.3	Claremont Microwave Tower_CLM	16,528	\$ 2,626	\$ -	\$ 19,154	\$ 1,915	\$ 17,239
A.4.3	Claremont PD_CLRMPD1			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 2_CPTFD02			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 4_CPTFD04	131,283	\$ 22,732	\$ -	\$ 154,015	\$ 15,402	\$ 138,613
A.4.3	Culver City Communications Tower_CULV001			\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	Downey_PD_DWNYPD1			\$ -	\$ -	\$ -	\$ -
A.4.3	El Monte_PD_ELMNTPD	217,217	\$ 20,858	\$ -	\$ 238,075	\$ 23,808	\$ 214,267
A.4.3	El Segundo_PD_ELSGDPD			\$ -	\$ -	\$ -	\$ -
A.4.3	FCCF_HQ_FCCF	16,529	\$ 22,732	\$ -	\$ 39,261	\$ 3,926	\$ 35,335
A.4.3	FS_5_FS5	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	Gardena_GARD001	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Glendale Civic Center_GCC			\$ -	\$ -	\$ -	\$ -
A.4.3	Glendale Water & Power UOC_GBWP001			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_23_GLNDL23			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_24_GLNDL24			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_28_GLNDL28			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_3_LACF003	248,552	\$ 22,732	\$ -	\$ 271,284	\$ 27,128	\$ 244,156
A.4.3	FS_4_LACF004			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_16_LACF016	222,983	\$ 22,732	\$ -	\$ 245,715	\$ 24,572	\$ 221,143
A.4.3	FS_21_LACF021	14,504	\$ 20,858	\$ -	\$ 35,362	\$ 3,536	\$ 31,826
A.4.3	FS_23_LACF023	172,577	\$ 22,732	\$ -	\$ 195,309	\$ 19,531	\$ 175,778
A.4.3	FS_24_LACF024			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_28_LACF028			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_30_LACF030			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_31_LACF031	36,113	\$ 22,732	\$ -	\$ 58,845	\$ 5,885	\$ 52,960
A.4.3	FS_38_LACF038	169,681	\$ 20,858	\$ -	\$ 190,539	\$ 19,054	\$ 171,485
A.4.3	FS_44_LACF044	16,246	\$ 22,732	\$ -	\$ 38,978	\$ 3,898	\$ 35,080
A.4.3	FS_48_LACF048	131,283	\$ 22,732	\$ -	\$ 154,015	\$ 15,402	\$ 138,613
A.4.3	FS_50_LACF050	130,232	\$ 22,732	\$ -	\$ 152,964	\$ 15,296	\$ 137,668
A.4.3	FS_53_LACF053			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_56_LACF056			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_58_LACF058	164,041	\$ 20,858	\$ -	\$ 184,899	\$ 18,490	\$ 166,409
A.4.3	FS_59_LACF059	246,844	\$ 22,732	\$ -	\$ 269,576	\$ 26,958	\$ 242,618
A.4.3	FS_61_LACF061	26,298	\$ 20,858	\$ -	\$ 47,156	\$ 4,716	\$ 42,440
A.4.3	FS_65_LACF065	255,808	\$ 20,858	\$ -	\$ 276,666	\$ 27,667	\$ 248,999
A.4.3	FS_68_LACF068			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_69_LACF069			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_71_LACF071			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_72_LACF072			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_73_LACF073			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_76_LACF076			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_77_LACF077			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_78_LACF078	107,672	\$ 20,858	\$ -	\$ 128,530	\$ 12,853	\$ 115,677
A.4.3	FS_79_LACF079	130,231	\$ 20,858	\$ -	\$ 151,089	\$ 15,109	\$ 135,980
A.4.3	FS_80_LACF080			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_81_LACF081			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_83_LACF083			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_84_LACF084			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_85_LACF085	241,885	\$ 22,732	\$ -	\$ 264,617	\$ 26,462	\$ 238,155
A.4.3	FS_86_LACF086			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_87_LACF087	131,284	\$ 20,858	\$ -	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS_88_LACF088			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_90_LACF090	74,965	\$ 22,732	\$ -	\$ 97,697	\$ 9,770	\$ 87,927
A.4.3	FS_91_LACF091			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_92_LACF092	130,231	\$ 22,732	\$ -	\$ 152,963	\$ 15,296	\$ 137,667
A.4.3	FS_93_LACF093	142,025	\$ 22,732	\$ -	\$ 164,757	\$ 16,476	\$ 148,281
A.4.3	FS_95_LACF095	227,213	\$ 20,858	\$ -	\$ 248,071	\$ 24,807	\$ 223,264
A.4.3	FS_96_LACF096			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_98_LACF098			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_99_LACF099			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_102_LACF102			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_105_LACF105			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_106_LACF106			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_107_LACF107			\$ -	\$ -	\$ -	\$ -
A.4.3	FS108_LACF108	10,011	\$ 20,858	\$ -	\$ 30,869	\$ 3,087	\$ 27,782
A.4.3	FS_111_LACF111			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_112_LACF112			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_114_LACF114	131,283	\$ 20,858	\$ -	\$ 152,141	\$ 15,214	\$ 136,927
A.4.3	FS_117_LACF117	260,345	\$ 22,732	\$ -	\$ 283,077	\$ 28,308	\$ 254,769
A.4.3	FS_118_LACF118			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_120_LACF120			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_123_LACF123	16,246	\$ 22,732	\$ -	\$ 38,978	\$ 3,898	\$ 35,080
A.4.3	FS_129_LACF129			\$ -	\$ -	\$ -	\$ -
A.4.3	FS_132_LACF132	190,806	\$ 20,858	\$ -	\$ 211,664	\$ 21,166	\$ 190,498
A.4.3	FS_140_LACF140	21,038	\$ 20,858	\$ -	\$ 41,896	\$ 4,190	\$ 37,706
A.4.3	FS_141_LACF141	25,607	\$ 20,858	\$ -	\$ 46,465	\$ 4,647	\$ 41,818

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A.4.3	FS 144_LACF144	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 146_LACF146	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 149_LACF149	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 151_LACF151	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 153_LACF153	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 154_LACF154	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 157_LACF157	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 159_LACF159	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 161_LACF161	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 162_LACF162	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 163_LACF163	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 164_LACF164	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 169_LACF169	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 171_LACF171	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 173_LACF173	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 181_LACF181	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 183_LACF183	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 184_LACF184	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 187_LACF187	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 188_LACF188	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 192_LACF192	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 194_LACF194	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	CP 2_LACFCP02	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	CP 9_LACFCP09	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	CP 14_LACFCP14	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	21,038	\$ 9,988	\$ -	\$ 31,026	\$ 3,103	\$ 27,923
A.4.3	LAC/OLIVEVIEW+UCLA_LACOLV	21,037	\$ 11,862	\$ -	\$ 32,899	\$ 3,290	\$ 29,609
A.4.3	LAC/USC MEDICAL CENTER_LACUSC	21,038	\$ 9,988	\$ -	\$ 31,026	\$ 3,103	\$ 27,923
A.4.3	FS 005_LAFD005	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 012_LAFD012	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 015_LAFD015	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 016_LAFD016	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 019_LAFD019	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 029_LAFD029	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 035_LAFD035	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 042_LAFD042	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 044_LAFD044	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 047_LAFD047	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 049_LAFD049	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 055_LAFD055	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 061_LAFD061	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 066_LAFD066	205,873	\$ 22,732	\$ -	\$ 228,605	\$ 22,861	\$ 205,744
A.4.3	FS 074_LAFD074	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 076_LAFD076	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 077_LAFD077	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 079_LAFD079	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 080_LAFD080	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 081_LAFD081	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 082_LAFD082	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 084_LAFD084	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 085_LAFD085	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 088_LAFD088	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 093_LAFD093	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 094_LAFD094	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 095_LAFD095	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 096_LAFD096	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 097_LAFD097	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 101_LAFD101	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 105_LAFD105	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 114_LAFD114	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	Hermosa HQ_LALGH00	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	Zuma Lifeguard HQ_LALG300	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	Lifeguard Division_LALG-HQ	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	Lancaster_LAN	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	77TH Street Area Complex_LAPD077	21,036	\$ 22,732	\$ -	\$ 43,768	\$ 4,377	\$ 39,391
A.4.3	Central Area Complex_LAPDCEN	-	-	\$ -	\$ -	\$ -	\$ -
A.4.3	Devonshire Area station_LAPDDVN	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Foothill Area station_LAPDFTH	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Hollenbeck Area station_LAPDHLB	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Hollywood Area station_LAPDHWL	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Mission Area station_LAPDMIS	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972

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A.4.3	Northeast Area station_LAPDNED	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	North Hollywood Area Station_LAPDNHD	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Newton_LAPDNWT	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Olympic Area station_LAPDOLY	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Pacific Area station_LAPDPAC	143,078	\$ 22,732	\$ -	\$ 143,078	\$ 14,308	\$ 128,770
A.4.3	Rampart Area station_LAPDRAM	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Topanga Area station_LAPDTP	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	Valley Dispatch Center_LAPDVDC	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Van Nuys Area station_LAPDVNS	21,038	\$ 22,732	\$ -	\$ 43,768	\$ 4,377	\$ 39,391
A.4.3	Wilshire Area station_LAPDWIL	131,285	\$ 20,858	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	West Los Angeles Area station_LAPDWLA	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	West Valley Area facility_LAPDWVD	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	Altadena_LASDALD	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Carson_LASDCSN	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Crescenta Valley_LASDCVS	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Industry_LASDIDT	203,284	\$ 22,732	\$ -	\$ 226,016	\$ 22,602	\$ 203,414
A.4.3	Lakewood_LASDLKD	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Lennox (Closed)_LASDLNX	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	North County Correctional Facility_LASDNCC	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972
A.4.3	Norwalk_LASDNWK	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Pico Rivera_LASDPRV	198,620	\$ 20,858	\$ -	\$ 219,478	\$ 21,948	\$ 197,530
A.4.3	Santa Clarita Valley_LASDSCV	203,284	\$ 22,732	\$ -	\$ 226,016	\$ 22,602	\$ 203,414
A.4.3	San Dimas_LASDSDM	80,905	\$ 20,858	\$ -	\$ 101,763	\$ 10,176	\$ 91,587
A.4.3	Temple_LASDTEM	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	FS 2_LBFD002	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 6_LBFD006	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 9_LBFD009	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 12_LBFD012	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 13_LBFD013	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 21_LBFD021	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	HQ_LBFD026	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	HQ_LBPDHQ	21,038	\$ 9,988	\$ -	\$ 31,026	\$ 3,103	\$ 27,923
A.4.3	Sylmar Converter Station - E_LDWP220	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Lost Hills/Malibu_LHS	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972
A.4.3	FS 2_LVFD002	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	La Verne PD_LVRNPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 1_MBF001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Mira Loma Detention Facility_MLM	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Monrovia PD_MNRVPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Montebello PD_MNTBBLPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Monterey Park PD_MNTPKPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Mount Olivet Reservoir_MOR	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 2_MRF002	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 3_MTF003	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Mount Washington_MTW	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Goodrich_PASA001	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	FS 33_PASFD33	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Puente Hills_PHN	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Palmdale_PLM	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	73,618	\$ 20,858	\$ -	\$ 94,476	\$ 9,448	\$ 85,028
A.4.3	FS 2_RDBFD02	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Redondo Beach PD_RDNBPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Reservoir Hill_REH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	San Pedro City Hall_SCH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Southeast Area station_SEP	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 3_SFSFD03	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 4_SFSFD04	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	South L.A._SLA	16,529	\$ 22,732	\$ -	\$ 39,261	\$ 3,926	\$ 35,335
A.4.3	FS 2_SMFD002	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	South Gate PD_SOGTPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	San Vicente Peak_SVP	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Southwest Area station_SWP	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	City Hall Radio Tower_TORC001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 2_TORFD02	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 3_TORFD03	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 4_TORFD04	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 1_VEFD001	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	FS 3_VEFD003	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614

SCHEDULE OF PAYMENTS							
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION							
Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	Walnut/Diamond Bar_WAL	80,905	\$ 20,858	\$ -	\$ 101,763	\$ 10,176	\$ 91,587
A.4.3	FS 4_WCFD004			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 5_WCFD005			\$ -	\$ -	\$ -	\$ -
A.4.3	West Hollywood_WHD	131,285	\$ 20,858	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
Base 22.2.2	Builder's Risk Insurance	173,938	\$ -	\$ -	\$ 173,938		\$ 173,938
Base 22.3.2	Performance Bond for Phase 2 – Site Construction and Site Modification	288,800	\$ -	\$ -	\$ 288,800		\$ 288,800
Base 22.3.3	Materials and Labor Bond for Phase 2 – Site Construction and Site Modification	Included	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:		\$ 12,616,537	\$ 2,280,657	\$ -	\$ 14,871,230	\$ 1,440,887	\$ 13,430,343
ADDITIONAL SITES (AMENDMENT NO. 8)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	FS 101_LACF101 (replacing CLRMPD1)	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Oat Mountain_ONK	6,375	\$ -	\$ -	\$ 6,375	\$ 638	\$ 5,737
A.4.1	Rolling Hills Transit_RHT	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	San Dimas_SDW	8,847	\$ -	\$ -	\$ 8,847	\$ 885	\$ 7,962
A.4.1	Verdugo Peak City_VPC	8,847	\$ -	\$ -	\$ 8,847	\$ 885	\$ 7,962
A.4.1	FS 54_LACF054 (replacing SOGFPD)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Site Preparation Per Site:			\$ -	\$ -		
A.4.2	FS 101_LACF101 (replacing CLRMPD1)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Oat Mountain_ONK	25,505	\$ -	\$ -	\$ 25,505	\$ 2,551	\$ 22,954
A.4.2	Rolling Hills Transit_RHT	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	San Dimas_SDW	11,745	\$ -	\$ -	\$ 11,745	\$ 1,175	\$ 10,570
A.4.2	Verdugo Peak City_VPC	5,021	\$ -	\$ -	\$ 5,021	\$ 502	\$ 4,519
A.4.2	FS 54_LACF054 (replacing SOGFPD)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Construct Site Improvements Per Site:			\$ -	\$ -		
A.4.3	FS 101_LACF101 (replacing CLRMPD1)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Oat Mountain_ONK	143,079	\$ -	\$ -	\$ 143,079	\$ 14,308	\$ 128,771
A.4.3	Rolling Hills Transit_RHT	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	San Dimas_SDW	80,905	\$ -	\$ -	\$ 80,905	\$ 8,091	\$ 72,814
A.4.3	Verdugo Peak City_VPC	16,529	\$ -	\$ -	\$ 16,529	\$ 1,653	\$ 14,876
A.4.3	FS 54_LACF054 (replacing SOGFPD)	-		\$ -	\$ -	\$ -	\$ -
Total for Additional Sites (Amendment No. 8)		\$ 306,853	\$ -	\$ -	\$ 306,853	\$ 30,688	\$ 276,165
ADDITIONAL SITES (AMENDMENT NO. 9)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Baldwin Hills_BAH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Compton Court Building_CCB	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 69_LAFD069 (Replacing LAFD019)	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 12_LBFD012N (Replacing LBFD012(O))	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:			\$ -	\$ -		
A.4.2	Baldwin Hills_BAH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	Compton Court Building_CCB	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 69_LAFD069 (Replacing LAFD019)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 12_LBFD012N (Replacing LBFD012(O))	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.3	Construct Site Improvements Per Site:			\$ -	\$ -		
A.4.3	Baldwin Hills_BAH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Compton Court Building_CCB	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 69_LAFD069 (Replacing LAFD019)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 12_LBFD012N (Replacing LBFD012(O))	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972
A.4.3	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	131,285	\$ 20,858	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
Total for Additional Sites (Amendment No. 9)		\$ 261,715	\$ 52,039	\$ -	\$ 313,754	\$ 31,376	\$ 282,378
ADDITIONAL SITES (AMENDMENT NO. 11)							

SCHEDULE OF PAYMENTS							
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION							
Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Parking Lot at Pasadena PD_PASDNPD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:				\$ -	\$ -	\$ -
A.4.2	Parking Lot at Pasadena PD_PASDNPD	25,806	\$ 4,052	\$ -	\$ 29,858	\$ 2,986	\$ 26,872
A.4.3	Construct Site Improvements Per Site:				\$ -		
A.4.3	Parking Lot at Pasadena PD_PASDNPD	21,036	\$ 20,858	\$ -	\$ 41,894	\$ 4,189	\$ 37,705
Total for Additional Site (Amendment No. 11)		\$ 53,217	\$ 25,923	\$ -	\$ 79,140	\$ 7,914	\$ 71,226
ADDITIONAL SITES (AMENDMENT NO. 13)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:				\$ -	\$ -	\$ -
A.4.2	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.3	Construct Site Improvements Per Site:				\$ -		
A.4.3	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
Total for Additional Site (Amendment No. 13)		\$ 158,000	\$ 26,977	\$ -	\$ 184,977	\$ 18,498	\$ 166,479
EXCESS EQUIPMENT (AMENDMENT NO. 13)							
	72 Hour GenSet	321,756	\$ -	\$ -	\$ 321,756	\$ 32,176	\$ 289,580
	24 Hour GenSet	167,328	\$ -	\$ -	\$ 167,328	\$ 16,733	\$ 150,595
	PPC	309,304	\$ -	\$ -	\$ 309,304	\$ 30,930	\$ 278,374
	70' Monopole	1,142,536	\$ -	\$ -	\$ 1,142,536	\$ 114,254	\$ 1,028,282
	70' Monopole Platforms	213,045	\$ -	\$ -	\$ 213,045	\$ 21,305	\$ 191,740
	45' Monopole	25,049	\$ -	\$ -	\$ 25,049	\$ 2,505	\$ 22,544
	Hose Tower	2,063,171	\$ -	\$ -	\$ 2,063,171	\$ 206,317	\$ 1,856,854
	Flagpole	108,855	\$ -	\$ -	\$ 108,855	\$ 10,886	\$ 97,969
	Monopine	180,052	\$ -	\$ -	\$ 180,052	\$ 18,005	\$ 162,047
	Towers Stopped in Fabrication	130,774	\$ -	\$ -	\$ 130,774	\$ 13,077	\$ 117,697
	Towers Stopped in Engineering	13,860	\$ -	\$ -	\$ 15,015	\$ 1,502	\$ 13,513
	Generator Restocking Fee	57,420	\$ -	\$ -	\$ 57,420	\$ 5,742	\$ 51,678
Total for Excess Equipment (Amendment No. 13)		\$ 4,733,150	\$ -	\$ -	\$ 4,734,305	\$ 473,432	\$ 4,260,873
TOTAL FOR PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION:		\$ 18,129,472	\$ 2,385,596	\$ -	\$ 20,490,259	\$ 2,002,795	\$ 18,487,464
<p>Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.</p> <p>Note 2: Pursuant to Amendment No. 3, effective as of June 20, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 2. In connection therewith, the Unilateral Option Sum for Phase 2 of \$44,324,412 was converted into a Contract Sum.</p> <p>Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$501,289.</p> <p>Note 4: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority replaced certain PSBN Sites with disguised antenna support structures. The increases represent the difference between the original cost and the increased cost of disguised antenna support structures. As such, increased costs were realized in the amount of \$3,966,484. Please refer to Exhibit C.10 for detailed information on specific increases.</p> <p>Note 5: Pursuant to Amendment No. 7, effective as of December 31, 2014, the Authority (a) replaced undisguised antenna support structures at certain PSBN Sites with various types of antenna support structures which resulted in credits or increases, (b) reflected an increase to add a parking light to one (1) site, and (c) reflected an increase to paint a monopole at one (1) site; all of which resulted in a cost increase of \$113,523 in Phase 2. Further, Amendment No. 7, Phase 2, reflects revised hose tower pricing which resulted in credits to 28 sites in the total amount of \$1,112,272. As such, Amendment No. 7 reflects an increase in credits from \$501,289 to \$1,889,118, an increase in Increases from \$3,966,484 to \$4,355,565, all of which reflects a net total increase of \$1,005,807 in credits between Phase 1 and Phase 2. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s). Please refer to Exhibit C.10 for detailed information on specific increases.</p> <p>Note 6: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.</p> <p>Note 7: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.</p>							

<p style="text-align: center;">SCHEDULE OF PAYMENTS</p> <p style="text-align: center;">EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION</p>							
Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<p>Note 8: Pursuant to Amendment No. 12 Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.</p>							
<p>Note 9: Pursuant to Amendment No. 13 Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended to reflect the alleged excess equipment costs identified by Contractor. The Review of those Contractor claimed costs must still be verified and approved by the Authority once Contractor provides the sufficient documentation requested by the Authority, which the authority maintains has not yet been provided.</p>							

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	Supply PSBN Components:	-	-	-	-	-	-
A.5.1	Primary EPC	\$ 2,641,266	\$ 392,564	-	\$ 3,033,830	\$ 303,383	\$ 2,730,447
A.5.1	Network Management System	\$ 1,201,185	\$ 168,242	-	\$ 1,369,427	\$ 136,943	\$ 1,232,484
A.5.1	System Spares	\$ 667,545		-	\$ 667,545	\$ 66,755	\$ 600,790
A.5.1	Vehicular Routers	\$ 2,345,485		-	\$ 2,345,485	\$ 234,549	\$ 2,110,936
A.5.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	-	-	-
A.5.1	Alhambra_PD_ALHPPD01			-	-	-	-
A.5.1	Arcadia_PD_ARCPD01	\$ 156,495	\$ 2,683	-	\$ 159,178	\$ 15,918	\$ 143,260
A.5.1	Azusa_PD_AZPD001	\$ 156,495	\$ 2,550	-	\$ 159,045	\$ 15,905	\$ 143,140
A.5.1	Bell Gardens_PD_BGPD001			-	-	-	-
A.5.1	Beverly Hills Rexford Drive_BHR			-	-	-	-
A.5.1	Bald Mountain_BMT	\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744
A.5.1	Baldwin Park_PD_BPPD001			-	-	-	-
A.5.1	Blue Rock_BRK			-	-	-	-
A.5.1	Burnt Peak_BUR			-	-	-	-
A.5.1	Burbank_PD_BURPD01			-	-	-	-
A.5.1	Criminal Court Building_CCT	\$ 141,017	\$ 2,466	-	\$ 143,483	\$ 14,348	\$ 129,135
A.5.1	Century_CEN	\$ 140,885	\$ 2,314	-	\$ 143,199	\$ 14,320	\$ 128,879
A.5.1	Carlton J. Peterson Park_CJP			-	-	-	-
A.5.1	Claremont Microwave Tower_CLM	\$ 156,759	\$ 2,583	-	\$ 159,342	\$ 15,934	\$ 143,408
A.5.1	Claremont_PD_CLRMPD1	-		-	-	-	-
A.5.1	FS 2_CPTFD02			-	-	-	-
A.5.1	FS 4_CPTFD04	\$ 141,329	\$ 2,683	-	\$ 144,012	\$ 14,401	\$ 129,611
A.5.1	Culver City Communications-			-	-	-	-
A.5.1	Downey_PD_DWNYPD1			-	-	-	-
A.5.1	El Monte_PD_ELMNTPD	\$ 140,885	\$ 2,300	-	\$ 143,185	\$ 14,319	\$ 128,866
A.5.1	El Segundo_PD_ELSGDPD			-	-	-	-
A.5.1	FCCF_HQ_FCCF	\$ 164,174	\$ 7,269	-	\$ 171,443	\$ 17,144	\$ 154,299
A.5.1	FS 5_FS5	\$ 140,885	\$ 2,329	-	\$ 143,214	\$ 14,321	\$ 128,893
A.5.1	Gardena_GARD001	\$ 141,329	\$ 2,648	-	\$ 143,977	\$ 14,398	\$ 129,579
A.5.1	Glendale Civic Center_GCC			-	-	-	-
A.5.1	Glendale Water & Power UOC_GDWP001			-	-	-	-
A.5.1	FS 23_GLNDL23			-	-	-	-
A.5.1	FS 24_GLNDL24			-	-	-	-
A.5.1	FS 28_GLNDL28			-	-	-	-
A.5.1	FS 3_LACF003			-	-	-	-
A.5.1	FS 4_LACF004			-	-	-	-
A.5.1	FS 16_LACF016			-	-	-	-
A.5.1	FS 21_LACF021			-	-	-	-
A.5.1	FS 23_LACF023			-	-	-	-
A.5.1	FS 24_LACF024			-	-	-	-
A.5.1	FS 28_LACF028			-	-	-	-
A.5.1	FS 30_LACF030			-	-	-	-
A.5.1	FS 31_LACF031			-	-	-	-
A.5.1	FS 38_LACF038			-	-	-	-
A.5.1	FS 44_LACF044			-	-	-	-

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 48_LACF048	\$ 19,100	\$ 2,547	-	\$ 21,647	\$ 2,165	\$ 19,482
A.5.1	FS 50_LACF050	\$ 9,550	\$ 2,317	-	\$ 11,867	\$ 1,187	\$ 10,680
A.5.1	FS 53_LACF053			-	\$ -	\$ -	\$ -
A.5.1	FS 56_LACF056			-	\$ -	\$ -	\$ -
A.5.1	FS 58_LACF058	\$ 9,550	\$ 2,314	-	\$ 11,864	\$ 1,186	\$ 10,678
A.5.1	FS 59_LACF059	\$ 44,859	\$ 2,687	-	\$ 47,546	\$ 4,755	\$ 42,791
A.5.1	FS 61_LACF061	\$ 19,100	\$ 1,864	-	\$ 20,964	\$ 2,096	\$ 18,868
A.5.1	FS 65_LACF065	\$ 19,100	\$ 1,864	-	\$ 20,964	\$ 2,096	\$ 18,868
A.5.1	FS 68_LACF068			-	\$ -	\$ -	\$ -
A.5.1	FS 69_LACF069			-	\$ -	\$ -	\$ -
A.5.1	FS 71_LACF071			-	\$ -	\$ -	\$ -
A.5.1	FS 72_LACF072			-	\$ -	\$ -	\$ -
A.5.1	FS 73_LACF073			-	\$ -	\$ -	\$ -
A.5.1	FS 76_LACF076			-	\$ -	\$ -	\$ -
A.5.1	FS 77_LACF077			-	\$ -	\$ -	\$ -
A.5.1	FS 78_LACF078			-	\$ -	\$ -	\$ -
A.5.1	FS 79_LACF079	\$ 120,245	\$ 2,553	-	\$ 122,798	\$ 12,280	\$ 110,518
A.5.1	FS 80_LACF080			-	\$ -	\$ -	\$ -
A.5.1	FS 81_LACF081			-	\$ -	\$ -	\$ -
A.5.1	FS 83_LACF083			-	\$ -	\$ -	\$ -
A.5.1	FS 84_LACF084			-	\$ -	\$ -	\$ -
A.5.1	FS 85_LACF085	\$ 19,100	\$ 2,898	-	\$ 21,998	\$ 2,200	\$ 19,798
A.5.1	FS 86_LACF086			-	\$ -	\$ -	\$ -
A.5.1	FS 87_LACF087	\$ 114,185	\$ 2,314	-	\$ 116,499	\$ 11,650	\$ 104,849
A.5.1	FS 88_LACF088			-	\$ -	\$ -	\$ -
A.5.1	FS 90_LACF090			-	\$ -	\$ -	\$ -
A.5.1	FS 91_LACF091			-	\$ -	\$ -	\$ -
A.5.1	FS 92_LACF092			-	\$ -	\$ -	\$ -
A.5.1	FS 93_LACF093	\$ 19,100	\$ 2,721	-	\$ 21,821	\$ 2,182	\$ 19,639
A.5.1	FS 95_LACF095	\$ 9,550	\$ 2,838	-	\$ 12,388	\$ 1,239	\$ 11,149
A.5.1	FS 96_LACF096			-	\$ -	\$ -	\$ -
A.5.1	FS 98_LACF098			-	\$ -	\$ -	\$ -
A.5.1	FS 99_LACF099			-	\$ -	\$ -	\$ -
A.5.1	FS 102_LACF102			-	\$ -	\$ -	\$ -
A.5.1	FS 105_LACF105			-	\$ -	\$ -	\$ -
A.5.1	FS 106_LACF106			-	\$ -	\$ -	\$ -
A.5.1	FS 107_LACF107			-	\$ -	\$ -	\$ -
A.5.1	FS108_LACF108			-	\$ -	\$ -	\$ -
A.5.1	FS 111_LACF111			-	\$ -	\$ -	\$ -
A.5.1	FS 112_LACF112			-	\$ -	\$ -	\$ -
A.5.1	FS 114_LACF114	\$ 120,245	\$ 2,547	-	\$ 122,792	\$ 12,279	\$ 110,513
A.5.1	FS 117_LACF117	\$ 122,431	\$ 2,628	-	\$ 125,059	\$ 12,506	\$ 112,553
A.5.1	FS 118_LACF118			-	\$ -	\$ -	\$ -
A.5.1	FS 120_LACF120			-	\$ -	\$ -	\$ -
A.5.1	FS 123_LACF123			-	\$ -	\$ -	\$ -
A.5.1	FS 129_LACF129			-	\$ -	\$ -	\$ -
A.5.1	FS 132_LACF132	\$ 122,431	\$ 2,543	-	\$ 124,974	\$ 12,497	\$ 112,477
A.5.1	FS 140_LACF140			-	\$ -	\$ -	\$ -
A.5.1	FS 141_LACF141			-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 144_LACFI44			-	\$ -	\$ -	\$ -
A.5.1	FS 146_LACFI46			-	\$ -	\$ -	\$ -
A.5.1	FS 149_LACFI49			-	\$ -	\$ -	\$ -
A.5.1	FS 151_LACFI51			-	\$ -	\$ -	\$ -
A.5.1	FS153_LACFI53			-	\$ -	\$ -	\$ -
A.5.1	FS 154_LACFI54			-	\$ -	\$ -	\$ -
A.5.1	FS 157_LACFI57			-	\$ -	\$ -	\$ -
A.5.1	FS 159_LACFI59			-	\$ -	\$ -	\$ -
A.5.1	FS 161_LACFI61			-	\$ -	\$ -	\$ -
A.5.1	FS 162_LACFI62			-	\$ -	\$ -	\$ -
A.5.1	FS 163_LACFI63			-	\$ -	\$ -	\$ -
A.5.1	FS 164_LACFI64			-	\$ -	\$ -	\$ -
A.5.1	FS 169_LACFI69			-	\$ -	\$ -	\$ -
A.5.1	FS 171_LACFI71			-	\$ -	\$ -	\$ -
A.5.1	FS 173_LACFI73			-	\$ -	\$ -	\$ -
A.5.1	FS 181_LACFI81			-	\$ -	\$ -	\$ -
A.5.1	FS 183_LACFI83			-	\$ -	\$ -	\$ -
A.5.1	FS 184_LACFI84			-	\$ -	\$ -	\$ -
A.5.1	FS 187_LACFI87			-	\$ -	\$ -	\$ -
A.5.1	FS 188_LACFI88			-	\$ -	\$ -	\$ -
A.5.1	FS 192_LACFI92			-	\$ -	\$ -	\$ -
A.5.1	FS 194_LACFI94			-	\$ -	\$ -	\$ -
A.5.1	CP 2_LACFCP02			-	\$ -	\$ -	\$ -
A.5.1	CP 9_LACFCP09			-	\$ -	\$ -	\$ -
A.5.1	CP 14_LACFCP14			-	\$ -	\$ -	\$ -
A.5.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 141,017	\$ 2,317	-	\$ 143,334	\$ 14,333	\$ 129,001
A.5.1	LAC/OLIVEVIEW+UCLA_LAC OLV	\$ 156,759	\$ 2,693	-	\$ 159,452	\$ 15,945	\$ 143,507
A.5.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 141,017	\$ 2,318	-	\$ 143,335	\$ 14,334	\$ 129,001
A.5.1	FS 005_LAFD005			-	\$ -	\$ -	\$ -
A.5.1	FS 012_LAFD012			-	\$ -	\$ -	\$ -
A.5.1	FS 015_LAFD015	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 016_LAFD016			-	\$ -	\$ -	\$ -
A.5.1	FS 019_LAFD019	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 029_LAFD029			-	\$ -	\$ -	\$ -
A.5.1	FS 035_LAFD035			-	\$ -	\$ -	\$ -
A.5.1	FS 042_LAFD042			-	\$ -	\$ -	\$ -
A.5.1	FS 044_LAFD044			-	\$ -	\$ -	\$ -
A.5.1	FS 047_LAFD047			-	\$ -	\$ -	\$ -
A.5.1	FS 049_LAFD049	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 055_LAFD055			-	\$ -	\$ -	\$ -
A.5.1	FS 061_LAFD061			-	\$ -	\$ -	\$ -
A.5.1	FS 066_LAFD066	\$ 9,550	\$ 2,444	-	\$ 11,994	\$ 1,199	\$ 10,795
A.5.1	FS 074_LAFD074			-	\$ -	\$ -	\$ -
A.5.1	FS 076_LAFD076			-	\$ -	\$ -	\$ -
A.5.1	FS 077_LAFD077			-	\$ -	\$ -	\$ -
A.5.1	FS 079_LAFD079			-	\$ -	\$ -	\$ -
A.5.1	FS 080_LAFD080			-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS-081_LAFD081			-	\$ -	\$ -	\$ -
A.5.1	FS-082_LAFD082			-	\$ -	\$ -	\$ -
A.5.1	FS-084_LAFD084			-	\$ -	\$ -	\$ -
A.5.1	FS-085_LAFD085			-	\$ -	\$ -	\$ -
A.5.1	FS-088_LAFD088			-	\$ -	\$ -	\$ -
A.5.1	FS-093_LAFD093			-	\$ -	\$ -	\$ -
A.5.1	FS-094_LAFD094			-	\$ -	\$ -	\$ -
A.5.1	FS-095_LAFD095			-	\$ -	\$ -	\$ -
A.5.1	FS-096_LAFD096			-	\$ -	\$ -	\$ -
A.5.1	FS-097_LAFD097			-	\$ -	\$ -	\$ -
A.5.1	FS-101_LAFD101			-	\$ -	\$ -	\$ -
A.5.1	FS-105_LAFD105			-	\$ -	\$ -	\$ -
A.5.1	FS-114_LAFD114			-	\$ -	\$ -	\$ -
A.5.1	Hermosa-HQ_LALG100			-	\$ -	\$ -	\$ -
A.5.1	Zuma Lifeguard HQ_LALG300			-	\$ -	\$ -	\$ -
A.5.1	Lifeguard Division_LALG-HQ			-	\$ -	\$ -	\$ -
A.5.1	Lancaster_LAN 77TH Street Area Complex_LAPD077	\$ 156,495	\$ 2,553	-	\$ 159,048	\$ 15,905	\$ 143,143
A.5.1	Complex_LAPDCEN Devonshire Area station_LAPDDVN	\$ 140,885	\$ 2,299	-	\$ 143,184	\$ 14,318	\$ 128,866
A.5.1	Foothill Area station_LAPDFTH Hollenbeck Area station_LAPDHLB			-	\$ -	\$ -	\$ -
A.5.1	Hollywood Area station_LAPDHWD	\$ 140,885	\$ 2,301	-	\$ 143,186	\$ 14,319	\$ 128,867
A.5.1	Mission Area station_LAPDMIS Northeast Area station_LAPDNED	\$ 156,495	\$ 2,534	-	\$ 159,029	\$ 15,903	\$ 143,126
A.5.1	North Hollywood Area Station_LAPDNHD	\$ 156,495	\$ 2,550	-	\$ 159,045	\$ 15,905	\$ 143,140
A.5.1	Newton_LAPDNWT	\$ 156,463	\$ 2,448	-	\$ 158,911	\$ 15,891	\$ 143,020
A.5.1	Olympic Area station_LAPDOLY	\$ 156,495	\$ 2,625	-	\$ 159,120	\$ 15,912	\$ 143,208
A.5.1	Pacific Area station_LAPDPAC	\$ 140,885	\$ 2,326	-	\$ 143,211	\$ 14,321	\$ 128,890
A.5.1	Rampart Area station_LAPDRAM	\$ 141,329	\$ 2,585	-	\$ 143,914	\$ 14,391	\$ 129,523
A.5.1	Topanga Area station_LAPDTOP Valley Dispatch Center_LAPDVDC	\$ 169,072	\$ 2,487	-	\$ 171,559	\$ 17,156	\$ 154,403
A.5.1	station_LAPDVNS	\$ 140,853	\$ 2,231	-	\$ 143,084	\$ 14,308	\$ 128,776
A.5.1	Wilshire Area station_LAPDWIL	\$ 140,885	\$ 2,300	-	\$ 143,185	\$ 14,319	\$ 128,866
A.5.1	West Los Angeles Area station_LAPDWLA			-	\$ -	\$ -	\$ -
A.5.1	West Valley Area facility_LAPDWVD	\$ 141,329	\$ 2,587	-	\$ 143,916	\$ 14,392	\$ 129,524
A.5.1	Altadena_LASDALD	\$ 141,329	\$ 2,592	-	\$ 143,921	\$ 14,392	\$ 129,529
A.5.1	Carson_LASDCSN	\$ 156,495	\$ 2,689	-	\$ 159,184	\$ 15,918	\$ 143,266
A.5.1	Creseenta Valley_LASDCVS	\$ 141,329	\$ 2,750	-	\$ 144,079	\$ 14,408	\$ 129,671
A.5.1	Industry_LASDIDT			-	\$ -	\$ -	\$ -
A.5.1	Lakewood_LASDLKD	\$ 141,329	\$ 2,669	-	\$ 143,998	\$ 14,400	\$ 129,598
A.5.1	Lennox (Closed)_LASDLNX	\$ 140,885	\$ 2,328	-	\$ 143,213	\$ 14,321	\$ 128,892
A.5.1	North County Correctional Facility_LASDNCC	\$ 140,885	\$ 2,299	-	\$ 143,184	\$ 14,318	\$ 128,866
A.5.1		\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	Norwalk_LASDNWK	\$ 141,329	\$ 2,839	-	\$ 144,168	\$ 14,417	\$ 129,751
A.5.1	Pico Rivera_LASDPRV	\$ 140,885	\$ 2,320	-	\$ 143,205	\$ 14,321	\$ 128,884
A.5.1	Santa Clarita Valley_LASDSCV	\$ 156,495	\$ 2,675	-	\$ 159,170	\$ 15,917	\$ 143,253
A.5.1	San Dimas_LASDSDM	\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744
A.5.1	Temple_LASDTEM	\$ 156,939	\$ 2,838	-	\$ 159,777	\$ 15,978	\$ 143,799
A.5.1	FS 2_LBFD002			-	\$ -	\$ -	\$ -
A.5.1	FS 6_LBFD006			-	\$ -	\$ -	\$ -
A.5.1	FS 9_LBFD009			-	\$ -	\$ -	\$ -
A.5.1	FS 12_LBFD012	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 13_LBFD013			-	\$ -	\$ -	\$ -
A.5.1	FS 21_LBFD021			-	\$ -	\$ -	\$ -
A.5.1	HQ_LBFD026	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	HQ_LBPDHQ	\$ 141,282	\$ 2,308	-	\$ 143,590	\$ 14,359	\$ 129,231
A.5.1	Sylmar Converter Station - E_LDWP220	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	Lost Hills/Malibu_LHS	\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744
A.5.1	FS 2_LVFD002			-	\$ -	\$ -	\$ -
A.5.1	La Verne PD_LVRNPD			-	\$ -	\$ -	\$ -
A.5.1	FS 1_MBFD001			-	\$ -	\$ -	\$ -
A.5.1	Mira Loma Detention Facility_MLM	\$ 156,495	\$ 2,710	-	\$ 159,205	\$ 15,921	\$ 143,284
A.5.1	Monrovia PD_MNRVDP			-	\$ -	\$ -	\$ -
A.5.1	Montebello PD_MNTBLPD			-	\$ -	\$ -	\$ -
A.5.1	Monterey Park PD_MNTPKPD			-	\$ -	\$ -	\$ -
A.5.1	Mount Olivet Reservoir_MOR			-	\$ -	\$ -	\$ -
A.5.1	FS 2_MRFD002			-	\$ -	\$ -	\$ -
A.5.1	FS 3_MTBFD03			-	\$ -	\$ -	\$ -
A.5.1	Mount Washington_MTW			-	\$ -	\$ -	\$ -
A.5.1	Goodrich_PASA001	\$ 156,495	\$ 2,690	-	\$ 159,185	\$ 15,919	\$ 143,266
A.5.1	FS 33_PASFD33	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	Puente Hills_PHN	\$ 156,939	\$ 3,396	-	\$ 160,335	\$ 16,034	\$ 144,301
A.5.1	Palmdale_PLM	\$ 156,495	\$ 2,541	-	\$ 159,036	\$ 15,904	\$ 143,132
A.5.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 140,885	\$ 2,306	-	\$ 143,191	\$ 14,319	\$ 128,872
A.5.1	FS 2_RDBFD02			-	\$ -	\$ -	\$ -
A.5.1	Redondo Beach PD_RDNBPD			-	\$ -	\$ -	\$ -
A.5.1	Reservoir Hill_REH			-	\$ -	\$ -	\$ -
A.5.1	San Pedro City Hall_SCH			-	\$ -	\$ -	\$ -
A.5.1	Southeast Area station_SEP	\$ 141,329	\$ 2,655	-	\$ 143,984	\$ 14,398	\$ 129,586
A.5.1	FS 3_SFSFD03			-	\$ -	\$ -	\$ -
A.5.1	FS 4_SFSFD04			-	\$ -	\$ -	\$ -
A.5.1	South L.A._SLA	\$ 141,329	\$ 2,674	-	\$ 144,003	\$ 14,400	\$ 129,603
A.5.1	FS 2_SMFD002			-	\$ -	\$ -	\$ -
A.5.1	South Gate PD_SOGTPD	\$ -		-	\$ -	\$ -	\$ -
A.5.1	San Vicente Peak_SVP			-	\$ -	\$ -	\$ -
A.5.1	Southwest Area station_SWP	\$ 140,885	\$ 2,326	-	\$ 143,211	\$ 14,321	\$ 128,890
A.5.1	City Hall Radio Tower_TORC001			-	\$ -	\$ -	\$ -
A.5.1	FS 2_TORFD02			-	\$ -	\$ -	\$ -
A.5.1	FS 3_TORFD03			-	\$ -	\$ -	\$ -

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

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 4_TORFD04			-	\$ -	\$ -	\$ -
A.5.1	FS 1_VEFD001	\$ 140,885	\$ 2,317	-	\$ 143,202	\$ 14,320	\$ 128,882
A.5.1	FS 3_VEFD003	\$ 140,885	\$ 2,329	-	\$ 143,214	\$ 14,321	\$ 128,893
A.5.1	Walnut/Diamond Bar_WAL	\$ 156,495	\$ 2,543	-	\$ 159,038	\$ 15,904	\$ 143,134
A.5.1	FS 4_WCFD004			-	\$ -	\$ -	\$ -
A.5.1	FS 5_WCFD005			-	\$ -	\$ -	\$ -
A.5.1	West Hollywood_WHD	\$ 156,495	\$ 2,530	-	\$ 159,025	\$ 15,903	\$ 143,122
A.5.2	Staging	535,009	-	-	\$ 535,009	\$ 53,501	\$ 481,508
Base 22.3.2	Performance Bond for Phase 3 - Supply PSBN Components	214,400	-	-	\$ 214,400		\$ 214,400
Subtotal		\$ 16,727,560	\$ 744,003	\$ -	\$ 17,471,563	\$ 1,725,723	\$ 15,745,840

ADDITIONAL SITES (AMENDMENT NO. 8)

A.5.1	Supply PSBN Components:						
A.5.1	FS 101_LACF101 (replacing-CLRMPD1)			\$ -	\$ -	\$ -	\$ -
A.5.1	Oat Mountain_ONK	\$ 117,238	\$ -	\$ -	\$ 117,238	\$ 11,724	\$ 105,514
A.5.1	Rolling Hills Transit_RHT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.5.1	San Dimas_SDW	\$ 117,238	\$ -	\$ -	\$ 117,238	\$ 11,724	\$ 105,514
A.5.1	Verdugo Peak City_VPC	\$ 117,238	\$ -	\$ -	\$ 117,238	\$ 11,724	\$ 105,514
A.5.1	FS 54_LACF054 (replacing-SOGTPD)			\$ -	\$ -	\$ -	\$ -
Total for Additional Sites (Amendment No. 8)		\$ 351,714	\$ -	\$ -	\$ 351,714	\$ 35,172	\$ 316,542

ADDITIONAL SITES (AMENDMENT NO. 9)

A.5.1	Supply PSBN Components:						
A.5.1	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.5.1	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.5.1	FS 69_LAFD069 (Replacing LAFD019)			\$ -	\$ -	\$ -	\$ -
A.5.1	FS 12_LBFD012N (Replacing LBFD012(O))	\$ 157,292	\$ 2,314	\$ -	\$ 159,606	\$ 15,961	\$ 143,645
A.5.1	City of Long Beach 911-Dispatch_LBECOC (Replacing-LBFD026)			\$ -	\$ -	\$ -	\$ -
A.5.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 171,986	\$ 2,530	\$ -	\$ 174,516	\$ 17,452	\$ 157,064
Total for Additional Sites (Amendment No. 9)		\$ 329,278	\$ 4,844	\$ -	\$ 334,122	\$ 33,413	\$ 300,709

ADDITIONAL SITES (AMENDMENT NO. 11)

A.5.1	Supply PSBN Components:						
A.5.1	Parking Lot at Pasadena PD_PASDNPD	\$ 157,486	\$ 2,536	\$ -	\$ 160,022	\$ 16,002	\$ 144,020
Total for Additional Site (Amendment No. 11)		\$ 157,486	\$ 2,536	\$ -	\$ 160,022	\$ 16,002	\$ 144,020

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Project Administration for Supply Components <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
ADDITIONAL SITES (AMENDMENT NO. 12)							
UICC (5,000 units)							
	UICC 2FF Form Factor (Routers) (Quantity 4,000 at \$49 per UICC)	\$ 196,000			\$ 196,000	\$ -	\$ 196,000
	UICC 3FF Form Factor (Smartphones) (Quantity 1,000 at \$49 per UICC)	\$ 49,000			\$ 49,000	\$ -	\$ 49,000
CISCO ROUTERS (5 unit)							
	Cisco Routers (Quantity 5 at \$2,500 each)	\$ 12,500			\$ 12,500	\$ -	\$ 12,500
	Data Service (5 units at \$1,000 each)	\$ 5,000			\$ 5,000	\$ -	\$ 5,000
Total for Additional Site (Amendment No. 12)		\$ 262,500	\$ -	\$ -	\$ 262,500	\$ -	\$ 262,500
ADDITIONAL SITE (AMENDMENT NO. 13)							
A.5.1	Supply PSBN Components:						
A.5.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	\$ 140,885	\$ 2,484	\$ -	\$ 143,369	\$ 14,337	\$ 129,032
Total for Additional Site (Amendment No. 13)		\$ 140,885	\$ 2,484	\$ -	\$ 143,369	\$ 14,337	\$ 129,032
MICROWAVE BACKHAUL AND EXCESS EQUIPMENT (AMENDMENT NO. 13)							
MICROWAVE BACKHAUL							
	Refer to Exhibit C.16 for Details	\$ -			\$ -	\$ -	\$ -
	Microwave Backhaul Equipment	\$ 813,381			\$ 813,381	\$ -	\$ 813,381
EXCESS EQUIPMENT							
	Refer to Exhibit C.16 for Details	\$ -			\$ -	\$ -	\$ -
	2x2 eNB	\$ 389,084			\$ 389,084	\$ -	\$ 389,084
	2x4 eNB	\$ 3,409,923			\$ 3,409,923	\$ -	\$ 3,409,923
	TMR Backhaul Cabinets	\$ 64,205			\$ 64,205	\$ -	\$ 64,205
	TMR Battery Backup Cabinets	\$ 84,570			\$ 84,570	\$ -	\$ 84,570
	RET 8' Antenna	\$ 102,335			\$ 102,335	\$ -	\$ 102,335
	Ericsson Restocking Fee	\$ 1,629,212			\$ 1,629,212	\$ -	\$ 1,629,212
	Antenna Restocking Fee	\$ 289,344			\$ 289,344	\$ -	\$ 289,344
Total for Excess Equipment (Amendment No. 13)		\$ 6,782,054	\$ -	\$ -	\$ 6,782,054	\$ -	\$ 6,782,054
SPARE EQUIPMENT (AMENDMENT NO. 14)							
	Spare Equipment	1,214,021	\$ -	\$ -	\$ 1,214,021	\$ -	\$ 1,214,021
Total for Spare Equipment (Amendment No. 14)		\$ 1,214,021	\$ -	\$ -	\$ 1,214,021	\$ -	\$ 1,214,021
TOTAL FOR PHASE 3 - SUPPLY PSBN COMPONENTS:		\$ 25,965,498	\$ 753,867	\$ -	\$ 26,719,365	\$ 1,824,647	\$ 24,894,718

Note 1: Project Administration costs for removed sites will be handled via the Amendment process in Section 2 (Changes to Agreement) of the Base Document.

Note 2: Pursuant to Amendment No. 3, effective as of June 20, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 3. In connection therewith, the Unilateral Option Sum for Phase 3 of \$47,648,311 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$527,522.

Note 4: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

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

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note <small>2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 6: Pursuant to Amendment No. 12 Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.

Note 7: With respect to UICC, pricing based on quantities shown above. Minimum order required of 1,000 UICCs. Pricing includes SIM card programmed with LA-RICS PSBN profile and the UICC provisioning file that is available for download on an external website. Any additional services (i.e. device provisioning in the HSS) are not included. Tax is included.

Note 8: Pursuant to Amendment No. 13 Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended to reflect the alleged excess equipment costs identified by Contractor. The Review of those Contractor claimed costs must still be verified and approved by the Authority once Contractor provides the sufficient documentation requested by the Authority, which the authority maintains has not yet been provided.

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.1	Installation and Commission:										
	Primary EPC	-	-	-	-	-	-	-	\$ 763,448	\$ 76,345	\$ 687,103
A.6.1	Network Management System and Inventory Management System	-	-	-	-	-	-	-	\$ 383,833	\$ 38,383	\$ 345,450
A.6.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	Athambra PD_ALHPD01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	Arcadia PD_ARCPD01	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Azusa PD_AZPD001	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Bell Gardens PD_BGPD001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Beverly Hills Rexford Drive_BHR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Bald Mountain_BMT	\$ 6,510	\$ 20,724	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 57,714	\$ 5,771	\$ 51,943
A.6.1	Baldwin Park PD_BPPD001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Blue Rock_BRK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Burnt Peak_BUR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Burbank PD_BURPD01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Criminal Court Building_CCT	\$ 2,184	\$ 18,034	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 51,360	\$ 5,136	\$ 46,224
A.6.1	Century_CEN	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Carlton J. Peterson Park_CJP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Claremont Microwave Tower_CLM	\$ -	\$ 18,554	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 37,219	\$ 3,722	\$ 33,497
A.6.1	Claremont PD_CLRMPD1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 2_CPTFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 4_CPTFD04	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Culver City Communications Tower_CULV001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Downey PD_DWNYPD1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	El Monte PD_ELMNTPD	\$ 6,510	\$ 13,819	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 50,809	\$ 5,081	\$ 45,728
A.6.1	El Segundo PD_ELSGDPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FCCF -HQ_FCCF	\$ 6,510	\$ 13,819	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 51,471	\$ 5,147	\$ 46,324
A.6.1	FS 5_FS5	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Gardena_GARD001	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Glendale Civic Center_GCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Glendale Water & Power UOC_GDWP001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 23_GLNDL23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 24_GLNDL24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 28_GLNDL28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 3_LACF003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.1	FS 4_LACF004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 16_LACF016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 21_LACF021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 23_LACF023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 24_LACF024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 28_LACF028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 30_LACF030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 31_LACF031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 38_LACF038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 44_LACF044	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 48_LACF048	\$ -	\$ 22,219	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 29,145	\$ 2,915	\$ 26,230
A.6.1	FS 50_LACF050	\$ -	\$ 13,819	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS 53_LACF053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 56_LACF056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 58_LACF058	\$ -	\$ 13,819	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS 59_LACF059	\$ 6,510	\$ 22,219	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 35,655	\$ 3,566	\$ 32,089
A.6.1	FS 61_LACF061	\$ -	\$ 20,724	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 27,650	\$ 2,765	\$ 24,885
A.6.1	FS 65_LACF065	\$ -	\$ 20,724	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 27,650	\$ 2,765	\$ 24,885
A.6.1	FS 68_LACF068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 69_LACF069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 71_LACF071	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 72_LACF072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 73_LACF073	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 76_LACF076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 77_LACF077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 78_LACF078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 79_LACF079	\$ 6,510	\$ -	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 13,436	\$ 1,344	\$ 12,092
A.6.1	FS 80_LACF080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 81_LACF081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 83_LACF083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 84_LACF084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 85_LACF085	\$ -	\$ 22,219	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 29,145	\$ 2,915	\$ 26,230
A.6.1	FS 86_LACF086	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 87_LACF087	\$ 6,510	\$ -	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 13,436	\$ 1,344	\$ 12,092
A.6.1	FS 88_LACF088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 90_LACF090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 91_LACF091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 92_LACF092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 93_LACF093	\$ -	\$ 22,219	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 29,145	\$ 2,915	\$ 26,230
A.6.1	FS 95_LACF095	\$ -	\$ 13,819	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS 96_LACF096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 98_LACF098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 99_LACF099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION											
Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount ^{Note2}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.1	FS 102_LACF102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 105_LACF105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 106_LACF106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 107_LACF107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS108_LACF108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 111_LACF111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 112_LACF112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 114_LACF114	\$ 6,510	\$ -	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 13,436	\$ 1,344	\$ 12,092
A.6.1	FS 117_LACF117	\$ 6,510	\$ 22,219	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 35,655	\$ 3,566	\$ 32,089
A.6.1	FS 118_LACF118	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 120_LACF120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 123_LACF123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 129_LACF129	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 132_LACF132	\$ 6,510	\$ 22,219	\$ -	\$ -	\$ -	\$ 6,926	\$ -	\$ 35,655	\$ 3,566	\$ 32,089
A.6.1	FS 140_LACF140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 141_LACF141	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 144_LACF144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 146_LACF146	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 149_LACF149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 151_LACF151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS153_LACF153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 154_LACF154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 157_LACF157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 159_LACF159	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 161_LACF161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 162_LACF162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 163_LACF163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 164_LACF164	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 169_LACF169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 171_LACF171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 173_LACF173	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 181_LACF181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 183_LACF183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 184_LACF184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 187_LACF187	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 188_LACF188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 192_LACF192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 194_LACF194	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	CP 2_LACFCP02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	CP 9_LACFCP09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	CP 14_LACFCP14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 2,184	\$ 18,034	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 51,360	\$ 5,136	\$ 46,224

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount ^{Note2}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.1	LAC/OLIVEVIEW+UCLA_LACOLV	\$ 2,184	\$ 26,787	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 60,113	\$ 6,011	\$ 54,102
A.6.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 2,184	\$ 18,034	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 51,360	\$ 5,136	\$ 46,224
A.6.1	FS 005_LAFD005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 012_LAFD012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 015_LAFD015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 016_LAFD016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 019_LAFD019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 029_LAFD029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 035_LAFD035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 042_LAFD042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 044_LAFD044	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 047_LAFD047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 049_LAFD049	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 055_LAFD055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 061_LAFD061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 066_LAFD066	\$ -	\$ 13,819	\$ -	\$ -	\$ -	\$ 6,926	-	\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS 074_LAFD074	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 076_LAFD076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 077_LAFD077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 079_LAFD079	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 080_LAFD080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 081_LAFD081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 082_LAFD082	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 084_LAFD084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 085_LAFD085	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 088_LAFD088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 093_LAFD093	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 094_LAFD094	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 095_LAFD095	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 096_LAFD096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 097_LAFD097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 101_LAFD101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 105_LAFD105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 114_LAFD114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Hermosa HQ_LALG100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Zuma Lifeguard HQ_LALG300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Lifeguard Division_LALG-HQ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Lancaster_LAN	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	77TH Street Area Complex_LAPD077	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Central Area Complex_LAPDCEN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Devonshire Area station_LAPDDVN	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Foothill Area station_LAPDFTH	\$ 6,510	\$ 22,219	\$ 9,448	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 64,595	\$ 6,460	\$ 58,135

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount ^{Note2}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.1	Hollenbeck Area station_LAPDHLB	\$ 6,510	\$ 13,819	\$ 9,448	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 56,195	\$ 5,620	\$ 50,575
A.6.1	Hollywood Area station_LAPDHWD	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Mission Area station_LAPDMIS	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Northeast Area station_LAPDNED	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	North Hollywood Area Station_LAPDNHD	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Newton_LAPDNWT	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Olympic Area station_LAPDOLY	\$ 6,510	\$ 13,819	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 51,471	\$ 5,147	\$ 46,324
A.6.1	Pacific Area station_LAPDPAC	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,390	\$ 8,765	\$ 6,926	-	\$ 65,652	\$ 6,565	\$ 59,087
A.6.1	Rampart Area station_LAPDRAM	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Topanga Area station_LAPDTOP	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Valley Dispatch Center_LAPDVDC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Van Nuys Area station_LAPDVNS	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Wilshire Area station_LAPDWIL	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	West Los Angeles Area station_LAPDWLA	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	West Valley Area facility_LAPDWVD	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Altadena_LASDALD	\$ 6,510	\$ 22,219	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 59,209	\$ 5,921	\$ 53,288
A.6.1	Carson_LASDCSN	\$ 6,510	\$ 13,819	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 50,809	\$ 5,081	\$ 45,728
A.6.1	Creseenta Valley_LASDCVS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Industry_LASDIDT	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Lakewood_LASDLKD	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Lennox (Closed)_LASDLNX	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	North County Correctional Facility_LASDNCC	\$ 6,510	\$ 20,724	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 58,376	\$ 5,838	\$ 52,538
A.6.1	Norwalk_LASDNWK	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Pico Rivera_LASDPRV	\$ 6,510	\$ 13,819	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 50,809	\$ 5,081	\$ 45,728
A.6.1	Santa Clarita Valley_LASDSCV	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	San Dimas_LASDSDM	\$ 6,510	\$ 20,724	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 45,899	\$ 4,590	\$ 41,309
A.6.1	Temple_LASDTEM	\$ 6,510	\$ 22,219	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 59,209	\$ 5,921	\$ 53,288
A.6.1	FS 2_LBFD002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 6_LBFD006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 9_LBFD009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 12_LBFD012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 13_LBFD013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 21_LBFD021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	HQ_LBFD026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	HQ_LBPDHQ	\$ 2,184	\$ 18,034	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,883	\$ 3,888	\$ 34,995
A.6.1	Sylmar Converter Station - E_LDWP220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Lost Hills/Malibu_LHS	\$ 6,510	\$ 20,724	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 45,899	\$ 4,590	\$ 41,309
A.6.1	FS 2_LVFD002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	La Verne PD_LVRNPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 1_MBF001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.1	Mira Loma Detention Facility_MLM	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Monrovia_PD_MNRVDP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Montebello_PD_MNTBLPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Monterey Park_PD_MNTPKPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	Mount Olivet Reservoir_MOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 2_MRFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 3_MTFBD03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Mount Washington_MTW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Goodrich_PASA001	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	FS 33_PASFD33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Puente Hills_PHN	\$ 6,510	\$ 22,219	\$ 9,448	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 64,595	\$ 6,460	\$ 58,135
A.6.1	Palmdale_PLM	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	FS 2_RDBFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Redondo Beach_PD_RDNBPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Reservoir Hill_REH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	San Pedro City Hall_SCH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Southeast Area station_SEP	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	FS 3_SFSFD03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 4_SFSFD04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	South L.A._SLA	\$ 6,510	\$ 13,819	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 51,471	\$ 5,147	\$ 46,324
A.6.1	FS 2_SMFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	South Gate_PD_SOGTPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	San Vicente Peak_SVP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	Southwest Area station_SWP	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	City Hall Radio Tower_TORC001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 2_TORFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 3_TORFD03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 4_TORFD04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 1_VEFD001	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	FS 3_VEFD003	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Walnut/Diamond Bar_WAL	\$ 6,510	\$ 22,219	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	\$ 59,871	\$ 5,987	\$ 53,884
A.6.1	FS 4_WCFD004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	FS 5_WCFD005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.6.1	West Hollywood_WHD	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.2	Spares Management	-	-	-	-	-	-	-	\$ 385,629	\$ 38,563	\$ 347,066
A.6.3	Acceptance Testing:	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.3.27	Functional Test	-	-	-	-	-	-	-	\$ 185,314	\$ 18,531	\$ 166,783
A.6.3.30	Wide Area Coverage Test	-	-	-	-	-	-	-	\$ 2,353,150	\$ 235,315	\$ 2,117,835
A.6.3.32	Waterway Coverage Test	-	-	-	-	-	-	-	\$ 241,018	\$ 24,102	\$ 216,916
A.6.3.33	Freeway Coverage Test	-	-	-	-	-	-	-	\$ 160,679	\$ 16,068	\$ 144,611

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

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.3.34	Special Operational Test	-	-	-	-	-	-	-	\$ 401,696	\$ 40,170	\$ 361,526
A.6.3.35	PSBN Burn-in Test	-	-	-	-	-	-	-	\$ 128,543	\$ 12,854	\$ 115,689
A.6.4	Training	-	-	-	-	-	-	-	\$ 733,339	\$ 73,334	\$ 660,005
A.6.5	Documentation	-	-	-	-	-	-	-	\$ 570,962	\$ 57,096	\$ 513,866
A.6.6	Implementation Phase Acceptance	-	-	-	-	-	-	-	\$ 321,357	\$ 32,136	\$ 289,221
A.6.7	Final PSBN Acceptance	-	-	-	-	-	-	-	\$ 321,357	\$ 32,136	\$ 289,221
Base 22.3.2	Performance Bond for Phase 4 - PSBN Implementation	-	-	-	-	-	-	-	\$ 88,000	\$ 8,800	\$ 79,200
Base 38.3	Total Lease Costs for Phase 4 - PSBN Implementation	-	-	-	-	-	-	-	Included	\$ -	\$ -
Subtotal		\$ 381,990	\$ 1,231,104	\$ 187,474	\$ 243,488	\$ 499,605	\$ 498,672	\$ -	\$ 10,080,658	\$ 1,008,060	\$ 9,072,598
ADDITIONAL SITES (AMENDMENT NO. 8)											
A.6.1	Installation and Commission:										
A.6.1	FS 101_LACF101 (replacing CLRMPD1)	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	Oat Mountain_ONK	6,510	-	\$ 8,124	\$ 10,727	-	-	-	\$ 25,361	\$ 2,536	\$ 22,825
A.6.1	Rolling Hills_Transit_RHT	-	-	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	San Dimas_SDW	6,510	-	\$ 2,000	\$ 974	-	-	-	\$ 9,484	\$ 948	\$ 8,536
A.6.1	Verdugo Peak City_VPC	6,510	-	\$ 2,000	\$ 974	-	-	-	\$ 9,484	\$ 948	\$ 8,536
A.6.1	FS 54_LACF054 (replacing SOGTPD)	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
Total for Additional Sites (Amendment No. 8)		\$ 19,530	\$ -	\$ 12,124	\$ 12,675	\$ -	\$ -	\$ -	\$ 44,329	\$ 4,432	\$ 39,897
ADDITIONAL SITES (AMENDMENT NO. 9)											
A.6.1	Installation and Commission:										
A.6.1	Baldwin Hills_BAH	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	Compton Court Building_CCB	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 69_LAFD069 (Replacing LAFD019)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 6,510	\$ 13,819	\$ -	\$ -	\$ 8,765	\$ 6,926	\$ -	\$ 36,020	\$ 3,602	\$ 32,418
A.5.1	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	#	#	\$ 4,062	\$ 10,727	#	#	\$ -	\$ 59,209	\$ 5,921	\$ 53,288
Total for Additional Sites (Amendment No. 9)		\$ 13,020	\$ 36,038	\$ 4,062	\$ 10,727	\$ 17,530	\$ 13,852	\$ -	\$ 95,229	\$ 9,523	\$ 85,706
ADDITIONAL SITE (AMENDMENT NO. 11)											
A.6.1	Installation and Commission:										
A.6.1	Parking Lot at Pasadena PD_PASDNPD	2,184	18,034	\$ 2,000	\$ 974	8,765	#	\$ -	\$ 38,883	\$ 3,888	\$ 34,995
Total for Additional Site (Amendment No. 11)		\$ 2,184	\$ 18,034	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 38,883	\$ 3,888	\$ 34,995
ADDITIONAL SITE (AMENDMENT NO. 11)											
A.6.1	Installation and Commission:										

<p align="center">SCHEDULE OF PAYMENTS EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION</p>											
Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount ^{Note2}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>				
A.6.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	6,510	13,819	\$ 2,000	\$ 974	8,765	# #	\$ -	\$ 38,994	\$ 3,899	\$ 35,095
Total for Additional Site (Amendment No. 11)		\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 38,994	\$ 3,899	\$ 35,095
TOTAL FOR PHASE 4 - PSBN IMPLEMENTATION:		\$ 423,234	\$ 1,298,995	\$ 207,660	\$ 268,838	\$ 534,665	\$ 526,376	\$ -	\$ 10,298,093	\$ 1,029,802	\$ 9,268,291
<p>Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.</p>											
<p>Note 2: Pursuant to Amendment No. 5, effective as of September 17, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 4. In connection therewith, the Unilateral Option Sum for Phase 4 of \$21,899,970 was converted into a Contract Sum.</p>											
<p>Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. Additionally, the Network Management System and Inventory Management Systems were credited \$1,000 (\$500 per System, the Functional Test was credited \$7,500 (\$2,500 per site), and the Documentation was credited \$7,480 (\$2,493 per site) all to account for the removal of 3 PSBN Sites. As such, credits were realized in the amount of \$211,362.</p>											
<p>Note 4: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.</p>											
<p>Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.</p>											
<p>Note 6: Pursuant to Amendment No. 12 Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.</p>											

CLAIMS SETTLEMENT					
MSI COR#	GDIT COR#	COR Description	Amount Requested in Change Order	Amount Accepted by Authority for Settlement	Reasons for Partial Acceptance
GDIT CHANGE ORDERS					
COR -VOID	GDIT - 001	Primary Backhaul Conduit	\$ -	\$ -	
COR -VOID	GDIT - 001R	Primary Backhaul Conduit	\$ 200,448	\$ 200,448	
COR -VOID	GDIT - 001A	Fiber Backhaul Conduit (Second Set)	\$ -	\$ -	
COR 100	GDIT - 001AR	Fiber Backhaul Conduit (Second Set) Revised	\$ 709,867	\$ 709,868	
COR 031	GDIT - 002	Dispersive Wave Test - Approved Items	\$ 93,464	\$ 93,464	
COR 031	GDIT - 002	Dispersive Wave Test - Previously Approved Items	\$ 3,731	\$ -	
COR 031	GDIT - 002	Dispersive Wave Test - Disputed Items	\$ 231,575	\$ -	
COR 032	GDIT - 003	Structural Analysis - Tower Mapping	\$ 161,866	\$ 103,000	Per analysis, \$103,000 potentially supportable, therefore will accept \$103,000 for settlement purposes only.
COR -VOID	GDIT - 003	Structural Analysis - Tower Mapping (Previously Approved)	\$ -	\$ -	
COR 033	GDIT - 003A	Structural Analysis and Tower Mapping (Second Set)	\$ 61,196	\$ 61,196	
COR 034	GDIT - 004	Remove Existing Hose Tower	\$ 118,971	\$ -	
COR 035	GDIT - 005	GEO-related	\$ 308,777	\$ -	
COR 072	GDIT - 005A	Geo-Related Tower Foundation Work (Second Set)	\$ 31,348	\$ -	
COR -VOID	GDIT - 006A	GDIT Suspension Period Proposal - Make Safe	\$ -	\$ -	
COR 036R	GDIT - 006AR	GDIT Suspension Period - Make Safe	\$ 457,191	\$ 457,191	
COR -VOID	GDIT - 006B	GDIT Suspension Period Proposal - GDIT Labor	\$ -	\$ -	
COR -VOID	GDIT - 006C	GDIT Termination Proposal - GDIT Additional Labor	\$ -	\$ -	
COR -VOID	GDIT - 006B, 006C, 006D	Additional PM Labor (revised) (006B, 006C, 006D)	\$ -	\$ -	
COR -VOID	GDIT - 006R	PMO and Additional Labor Change Order Request (inclusive of COR 006, 006A, 006B, 006C, and 006D)	\$ -	\$ -	
COR 073R1	GDIT - 006R1	Revised PMO and Additional Labor (UPDATE #1)	\$ 1,918,955	\$ -	
COR 037	GDIT - 007	Power Company Payments - See Amendments 12 & 15	\$ 129,928	\$ -	
COR 037	GDIT - 007	Power Company Payments - See Amendments 13 & 15	\$ 84,089	\$ -	
COR 074	GDIT - 007A	Power Company Design Payments (Second Set) -- See Amendments 14 & 15	\$ 112,965	\$ 112,965	
COR 038	GDIT - 008	Revised CDs	\$ 111,382	\$ -	
COR 075	GDIT - 008A	Expedite Fees for revision of CDs	\$ 26,318	\$ -	
COR 076	GDIT - 008B	Revised Construction Drawings (Third Set)	\$ 32,126	\$ -	
COR 039	GDIT - 009	Site Surveys	\$ 101,798	\$ -	
COR 040	GDIT - 010	Lease Exhibit - Site Sketch	\$ 37,544	\$ -	
COR 041	GDIT - 011	Site Design Visits	\$ 42,303	\$ -	
COR 042	GDIT - 012	Environmental Professional Monitoring Services	\$ 121,726	\$ -	
COR 043	GDIT - 014	Environmental Formal Agency Review	\$ 76,230	\$ -	
COR 077	GDIT - 014A	Environmental Formal Agency Review & Expedite Fees (Second Set)	\$ 11,919	\$ -	
COR -VOID	GDIT - 016	GMED Fees	\$ -	\$ -	

CLAIMS SETTLEMENT					
MSI COR#	GDIT COR#	COR Description	Amount Requested in Change Order	Amount Accepted by Authority for Settlement	Reasons for Partial Acceptance
COR 045	GDIT - 020	Tower Retrofit Designs	\$ 11,801	\$ 11,801	
COR 046	GDIT - 021	Tower Modification Construction	\$ 17,506	\$ 17,506	
COR 047	GDIT - 023	Tower Light - Land Owner	\$ 99,453	\$ 99,453	
COR -VOID	GDIT - 024	Conditional Use Permit (CUP)	\$ -	\$ -	
COR 049	GDIT - 025	Second FAA 1A Cert	\$ 1,888	\$ -	
COR 050	GDIT - 026	Tower Foundation Deltas	\$ 487,003	\$ -	
COR 051	GDIT - 027	Site Specific Services	\$ 248,165	\$ -	
COR 078	GDIT - 027A	Site Specific Services (Second Set)	\$ 483,094	\$ -	
COR 052	GDIT - 028	CMU Retaining Walls	\$ 160,732	\$ -	
COR 098	GDIT - 028A	CMU Retaining Walls (2nd Set)	\$ 10,047	\$ -	
COR -VOID	GDIT - 030	Site Remobilizations	\$ 12,954	\$ -	
COR 054	GDIT - 032	As-Builts / Archive Research	\$ 5,808	\$ -	
COR -VOID	GDIT - 033	Rooftop Structural Calculations	\$ -	\$ -	
COR 055R	GDIT - 033R	Rooftop Structural Calculations (Revised)	\$ 8,430	\$ -	
COR 056	GDIT - 034	Structural As-Builts	\$ 8,024	\$ -	
COR 057	GDIT - 035	Re-Permitting	\$ 29,352	\$ -	
COR 079	GDIT - 035A	Re-Permitting (2nd, 3rd) (Second Set)	\$ 49,179	\$ -	
COR -VOID	GDIT - 038	Multiple Photo Renderings	\$ 1,169	\$ -	
COR 059	GDIT - 039	Environmental Phase II Assessment & Soil Removal	\$ 33,674	\$ -	
COR -VOID	GDIT - 042	Upfront Commercial Power - 1st Set	\$ -	\$ -	
COR 060R	GDIT - 042R	Upfront Commercial Power - 1st Set (Revised)	\$ 1,953,872	\$ 1,309,561	Per MSI actual costs incurred were only \$1,309,561.
COR 061 -Withdrawn	GDIT - 043	Upfront Commercial Power - NTE --- Withdrawn now in 042R	\$ -	\$ -	
COR 080 - Withdrawn	GDIT - 043A	Primary Power Installation Foreman Time ---- Withdrawn, now in 042R	\$ -	\$ -	
COR -VOID	GDIT - 044	Fiber Backhaul Conduit - 2nd Set	\$ -	\$ -	
COR -VOID	GDIT - 046	Commercial Power Conduit	\$ -	\$ -	
COR 063R	GDIT - 046R	Commercial Power Conduit (Revised)	\$ 514,514	\$ 514,513	
COR 064	GDIT - 047	Commercial Power	\$ 4,161	\$ 4,161	
GDIT CLAIM SUBTOTAL			\$ 9,326,538	\$ 3,695,127	
MSI CHANGE ORDERS					
COR 065	MSI - 001	Microwave LOS Surveys	\$ 449,404	\$ 449,404	
COR 066	MSI - 002	Additional Engineering & PM Services	\$ 8,349,293	\$ 8,349,293	
COR 067	MSI - 003	Fiber Installations (Installation of fiber strand and testing)	\$ 445,775	\$ 445,775	

CLAIMS SETTLEMENT					
MSI COR#	GDIT COR#	COR Description	Amount Requested in Change Order	Amount Accepted by Authority for Settlement	Reasons for Partial Acceptance
					[Only \$743,729 claimed, but MSI added \$500,000 in negotiation as placeholder for costs continuing to be incurred. Per MSI actual costs to date are \$988,438 through 11/05/2015.] Although providing worker badging and/or security escorts is contractually MSI's obligation, Authority recognizes that the badging requirements imposed by third party agencies were unusually strenuous. Therefore, Authority agrees that this should be a shared responsibility. For settlement purposes only, the Authority is willing to recognize costs incurred to date as full and final resolution of all security costs, whether already incurred or incurred in the future. (\$988,438)
COR 068	MSI - 004	Security Escorts	\$ 743,729		
COR 068	MSI - 004	Security Escorts	\$ 500,000	\$ 988,438	
COR 069	MSI - 005	Extended Warehouse & Project Office	\$ 150,684	\$ 150,684	
COR 070	MSI - 006	Core Reimplementation of External Certificates	\$ 16,240	\$ -	
COR 105	MSI - 007	LAFD Public Safety Enterprise Network (PSEN) Integration	\$ 12,342	\$ 12,342	
COR 106	MSI - 008	LAPD Public Safety Enterprise Network (PSEN) Integration	\$ 12,342	\$ 12,342	
COR 107	MSI - 009	LASD Public Safety Enterprise Network (PSEN) Integration	\$ 12,342	\$ 12,342	
COR 108	MSI - 010	LACF Public Safety Enterprise Network (PSEN) Integration	\$ 12,342	\$ 12,342	
MSI CLAIM SUBTOTAL			\$ 10,704,493	\$ 10,432,926	
CAP ACTIVE SITES					
COR -VOID	Restoration - 001	Restoration - 001 - Remove foundations	\$ 37,607	\$ -	
COR 009	Restoration - 002	Restoration - 002 - Offloading materials/services	\$ 32,833	\$ -	
COR 010	Restoration - 003	Restoration - 003 - Escort and Security Services	\$ 6,930	\$ -	Covered in security escort above
COR 011	Restoration - 004	Restoration - 004 - Addn'l Escort and Security Services	\$ 3,234	\$ -	Covered in security escort above
COR 012	Restoration - 005	Restoration - 005 - LACF059 - Addn'l Work scope	\$ 4,641	\$ 4,641	
COR -VOID	PYR - 001	CAP Active - FCCF Site Scope Changes vs Baseline	\$ -	\$ -	
COR 021R	PYR - 001R	CAP Active - FCCF Site Scope Changes vs Baseline	\$ 86,343	\$ 86,343	
COR -VOID	PYR - 002	CAP Active - SDW Site Scope Changes vs Baseline	\$ -	\$ -	
COR -VOID	PYR - 002R	CAP Active - SDW Site Scope Changes vs Baseline	\$ 122,488	\$ -	
COR -VOID	PYR - 003	CAP Active - LAPDVNS Site Scope Changes vs Baseline	\$ -	\$ -	
COR 023R	PYR - 003R	CAP Active - LAPDVNS Site Scope Changes vs Baseline	\$ 101,632	\$ 101,632	
COR -VOID	PYR - 004	CAP Active - CCT Site Scope Changes vs Baseline	\$ -	\$ -	
COR 024R	PYR - 004R	CAP Active - CCT Site Scope Changes vs Baseline	\$ 32,284	\$ -	

CLAIMS SETTLEMENT					
MSI COR#	GDIT COR#	COR Description	Amount Requested in Change Order	Amount Accepted by Authority for Settlement	Reasons for Partial Acceptance
COR -VOID	PYR - 005	CAP Active - GARD001 Site Scope Changes vs Baseline	\$ -	\$ -	
COR 025R	PYR - 005R	CAP Active - GARD001 Site Scope Changes vs Baseline	\$ 126,300	\$ 126,300	
COR -VOID	PYR - 006	CAP Active - LDWP243 Site Scope Changes vs Baseline	\$ -	\$ -	
COR 026R	PYR - 006R	CAP Active - LDWP243 Site Scope Changes vs Baseline	\$ 174,403	\$ 174,403	
COR -VOID	PYD - 007	CAP Active - PHN Site Scope Changes vs Baseline	\$ -	\$ -	
COR 027R	PYR - 007R	CAP Active - PHN Site Scope Changes vs Baseline	\$ 34,713	\$ 34,713	
COR -VOID	PYR - 008	CAP Active - CCT Abatement	\$ -	\$ -	
COR 028R	PYR - 008R	CAP Active - CCT Abatement (Revised)	\$ 35,702	\$ 35,702	
COR 109	PYR - 060	COW - Overtime Request	\$ 130,032	\$ 130,032	
COR 110	PYR - 061	COW - SCELONG Retaining Wall	\$ 12,220	\$ 12,220	
COR 120	PYR - 062	COW - SCEMNRV Trailer Relocation and Set Up	\$ 13,664	\$ 8,824	
COR 019	CAP - PASA001	CAP Active - PASA001 - Structural Retrofit	\$ 53,550	\$ 53,550	
COR 018	CAP - LAPP001-003	CAP Active - LAPP001 - Anchor bolts, foundation, Ph 2	\$ 204,788	\$ 204,788	
COR 071	CAP - LAPP001R	CAP Active - LAPP001 - Site Scope changes vs Baseline	\$ 140,742	\$ 140,742	
COR 097	CAP - LAPP001-004	CAP Active - LAPP001 - Expedite meter pedestal	\$ 1,623	\$ 1,623	
COR 092	CAP - LAPP001-005	CAP Active - LAPP001 - Waste Soils Sampling	\$ 5,987	\$ 5,987	
COR 099	CAP - LAPP001-006	CAP Active - LAPP001 - Extended Hours	\$ 12,046	\$ -	
COR 017	CAP - CLM	CAP Active - CLM - reroute electrical conduit	\$ 1,086	\$ 1,086	
COR 005	CAP - FS5	CAP Active - FS5 - Env Monitoring	\$ 8,820	\$ -	
COR -VOID	CAP - LAPDWVD	CAP Active - LAPDWVD - Restart	\$ 6,377	\$ -	
COR 020	CAP - SWP - 001	CAP Active - SWP - Gas piping, meter relocation etc.	\$ 12,396	\$ -	
COR 001	CAP - LASDNCC - 001	CAP Active - LASDNCC - Transformer	\$ 33,250	\$ -	
COR 002	CAP - LASDPRV - 001	CAP Active - LASDPRV - Compound wall, other permitting	\$ 118,605	\$ 118,605	
COR 086	CAP - LASDPRV - 002	CAP Active - LASDPRV - Tower Lighting	\$ 8,417	\$ 8,417	
COR 117	CAP - LASDPRV	CAP Active - LASDPRV Overtime Request	\$ 5,050	\$ -	
COR 004	CAP - LASDTEM - 001	CAP Active - LASDTEM - Env Monitoring	\$ 8,820	\$ 8,820	
COR 014	CAP - LASDTEM - 002	CAP Active - LASDTEM - H-frame relocation, privacy slats, shrub removal	\$ 3,120	\$ 3,120	
COR 085	CAP - LASDTEM - 003	CAP Active - LASDTEM - Add Tower lighting	\$ 5,959	\$ 5,959	
COR 007	CAP - MLM - 001	CAP Active - MLM - Supply and install eqpt for power	\$ 45,601	\$ 45,601	
COR 003	CAP - LASDLNX - 001	CAP Active - LASDLNX High Voltage Line Costs	\$ 10,580	\$ -	
COR 013	CAP - LASDLKD	CAP Active - LASDLKD Wall Restoration	\$ 21,369	\$ 21,369	
COR 015	CAP - LAPDRAM - 001	CAP Active - LAPDRAM Electrical Design Change	\$ 5,206	\$ -	
COR 016	CAP - ONK - 001	CAP Active - ONK Provide water buffalo	\$ 3,185	\$ -	
COR 082	CAP - ONK - 001	CAP Active - ONK T Arms	\$ 3,506	\$ 3,506	
COR 096	CAP - ONK - 002	CAP Active - ONK Antenna Side Arms (T-Arms)	\$ 1,580	\$ -	
COR 111	CAP - ONK	CAP Active - ONK Overtime Request	\$ 2,596	\$ -	
COR 081	CAP - Lbfd012N-001	CAP Active - Lbfd012N Generator Storage	\$ 138	\$ -	

CLAIMS SETTLEMENT					
MSI COR#	GDIT COR#	COR Description	Amount Requested in Change Order	Amount Accepted by Authority for Settlement	Reasons for Partial Acceptance
COR -VOID	CAP - LBFD012N-002	CAP Active - LBFD012N Concrete Replacement	\$ -	\$ -	
COR 093R	CAP - LBFD012N-002R	CAP Active - LBFD012N Concrete Replacement	\$ 87,529	\$ 87,529	
COR 083	CAP - LAPDHLB-001	CAP Active - LAPDHLB Electrical Meter Relocation	\$ 43,840	\$ 43,840	
COR 084	CAP - LAPD077-001	CAP Active - LAPD077 Asbestos Abatement	\$ 1,158	\$ 1,158	
COR -VOID	CAP - LASDCVS	CAP Active - LASDCVS - Restoration	\$ -	\$ -	
COR 087R	CAP - LASDCVS	CAP Active - LASDCVS - Restoration v2 (w/ larger shelter)	\$ 65,419	\$ 65,419	
COR 119	CAP - LASDCVS	CAP Active - LASDCVS Phase1 Permit Services for Shed	\$ 3,092	\$ -	
COR 122	CAP - LASDCVS	CAP Active - LASDCVS Added Services for Shed	\$ 12,600	\$ -	
COR 088	CAP - CCT-002		\$ 1,047	\$ 1,047	
COR 089	CAP - LAPDPAC-001	CAP Active - LAPDPAC-001- Bollards & Fiber Installation	\$ 31,267	\$ -	
COR 118	CAP - LAPDPAC	CAP Active - LAPDPAC Overtime Request	\$ 5,191	\$ -	
COR 090	CAP - LACHAR-001	CAP Active - LACHAR-001 - Equipment Platform	\$ 8,710	\$ -	
COR 113	CAP - LACHAR	CAP Active - LACHAR Antenna Relocation	\$ 3,370	\$ 3,370	
COR 115	CAP - LACHAR	CAP Active - LACHAR Overtime Request	\$ 10,958	\$ -	
COR 091	CAP - LACOLV-001	CAP Active - LACOLV-001 - Longer Bolts	\$ 740		
COR 116	CAP - LACOLV	CAP Active - LACOLV Overtime Request	\$ 10,958	\$ -	
COR 094	CAP - LACUSC-001	CAP Active - LACUSC-001 Antenna Mount	\$ 3,638	\$ -	
COR 094R	CAP - LACUSC-001R	CAP Active - LACUSC-001 Antenna Mount (Rev)	\$ 19,307	\$ 19,307	
COR 114	CAP - LACUSC	CAP Active - LACUSC Overtime Request	\$ 10,958	\$ -	
COR 123	CAP - LACUSC	CAP Active - LACUSC Ramps	\$ 22,532	\$ 22,532	
COR 124	CAP - LACUSC	CAP Active - LACUSC Walkway Material	\$ 48,840	\$ -	Agreed redesign deletes this item
COR 125	CAP - LACUSC	CAP Active - LACUSC Walkway Labor	\$ 17,787	\$ -	Agreed redesign deletes this item
COR 095	CAP - LASDNWK-001	CAP Active - LASDNWK-001 - Light Kit Install	\$ 5,840	\$ 5,840	
COR 101	CAP - Various Sites-001	CAP Active - (20) Various Sites - Nesting Survey	\$ 10,584	\$ 10,584	
COR 102	CAP - LDWP243	CAP Active - LDWP243 Electrical	\$ 24,140	\$ 24,140	
COR 103	CAP - VPC	CAP Active - VPC Shelter Repairs	\$ 44,870	\$ -	
COR 104	CAP - BMT-001	CAP Active - BMT-001 V-Boom Install Labor	\$ 4,932	\$ 4,932	
COR 112	CAP - WAL	CAP Active - WAL Gravel Hardscape	\$ 3,296	\$ 3,296	
COR 121	CAP - LASDIDT	CAP Active - LASDIDT Tower Light Install	\$ 5,216	\$ 5,216	
CAP ACTIVE CLAIM SUBTOTAL			\$ 2,187,237	\$ 1,636,193	
COR TOTALS			\$ 22,218,268	\$ 15,764,246	

\$ (5,078,774)	Less unearned Project Management Fee (Per Contract) reduced from Phases 2, 3, and 4, which will be reflected in reductions to the project management fees in the specific site sections of Exhibit C.
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Total MSI Claims	\$ 22,218,268
Total Settlement	\$ 10,685,472



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>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

December 17, 2015

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

Dear Directors:

2016 SCHEDULE OF LA-RICS BOARD MEETINGS

SUBJECT

Board approval is requested for the 2016 Schedule of LA-RICS Board Regular Meetings. The location for the 2016 Board meetings will change. The new location will be the Kenneth Hahn Hall of Administration located at Room 743 and Room 713 at 500 West Temple Street, Los Angeles, CA 90012.

RECOMMENDED ACTIONS

It is recommended that the Board:

Approve the following dates for the calendar year 2016 Board Regular Meeting Schedule:

January 7
February 4
March 3
April 7
May 5
June 2
July 7
August 4
September 8
October 6
November 3
December 1

AGENDA ITEM P

All Regular Meetings will be held at 9:00 a.m., Pacific Time at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will set the date, time, and location for each Regular Meeting of this Board for calendar year 2016.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:WST:pl

c: Counsel to the Authority