



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, May 5, 2016 • 9:00 a.m.

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

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

#### **AGENDA POSTED: April 29, 2016**

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

---

#### **Members:**

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

#### **Alternates:**

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

---

#### **Officers:**

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



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

A. March 3, 2016 – Regular Meeting Minutes

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (None)**

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

B. Director’s Report – John Radeleff

- 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 – John Radeleff

Agenda Item C

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

D. Outreach Update

Agenda Item D



E. Project Demonstration

The purpose of this discussion item is to provide a demonstration of video, maps, GPS data and two-way voice traffic transmission between the Los Angeles County Sheriff's Department and Los Angeles County Fire Department utilizing the new Public Safety Broadband Network (PSBN) and the Land Mobile Radio (LMR) systems.

Agenda Item E

**VIII. ADMINISTRATIVE MATTERS (F-H)**

**F. APPROVE HOLD HARMLESS AGREEMENT FOR USE BETWEEN THE AUTHORITY AND LA-RICS' MEMBER AGENCIES, SUBSCRIBERS, AND AFFILIATES**

It is recommended that your Board:

1. Approve the Hold Harmless Agreement for use by the Authority, in a substantially similar form to the enclosed.
2. Delegate authority to the Interim Executive Director, or his equivalent, to execute Hold Harmless Agreements with Users who may be interested in such Services with the Authority.
3. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the Hold Harmless Agreements, provided they are approved as to form by counsel to the Authority.

Agenda Item F

**G. APPROVE AMENDMENT NO. 19 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Approve Amendment No. 19 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:



- a. Make changes necessary to reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for a cost reduction in the amount of \$1,192,712, which includes a corresponding reduction in the amount of \$20,322 for project management overhead costs for this site.
- b. Reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256.
2. Authorize an increase in the Maximum Contract Sum by \$4,544 (\$1,197,256 - \$1,192,712) when taking the above cost increases and decreases into consideration) from \$284,872,479 to \$284,877,023.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 19.
4. Delegate authority to the Interim Executive Director to execute Amendment No. 19, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item G

**H. APPROVE AMENDMENT TO OR SITE ACCESS AGREEMENT WITH THE CITY OF LOS ANGELES ACTING BY AND THROUGH ITS DEPARTMENT OF WATER AND POWER**

It is recommended that your Board:

1. Find that approval of the Site Access Agreement (SAA) or an amendment to the existing SAA at the site listed in Enclosure 1 by the LA-RICS Authority does not result in any change to the LMR Project, or to the circumstances under which the project is being undertaken, and that the determination that these activities at this site are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to the attached, an amendment to the Site Access Agreement or a new Site Access Agreement, if one is needed, with the City of Los Angeles-Acting by and through its Department of Water and Power.

Agenda Item H



**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) (1 case)
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

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, June 2, 2016, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

*(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)*

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

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

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

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



# **BOARD OF DIRECTORS MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

March 3, 2016

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

---

**Board Members Present:**

**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.

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

---

**Alternates For Board Members Present:**

**Dean Gialamas**, Division Dir., alternate for Jim McDonnell, Chair, Sheriff, Los Angeles County Sheriff's Dept.

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

**John Geiger**, General Manager, alternate for Sachi Hamai, CEO, County of Los Angeles

**Chris Nunley**, Captain, City of Signal Hill Police Dept.

---

**Officers Present:**

**Patrick Mallon**, LA-RICS Executive Director

---

**Absent:**

**Kim Raney**, Chief of Police, City of Covina Police Dept.



**I. CALL TO ORDER**

Director Dean Gialamas called the meeting of the Board to order. Director Gialamas welcomed Chief of Police, Mark Fronterotta, City of Inglewood Police Department and Captain, Chris Nunley, City of Signal Hill Police Department.

**II. ANNOUNCE QUORUM – Roll Call**

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

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

A. February 4, 2016 – Regular Meeting Minutes

Director Gialamas asked for a motion to approve, Board Member Larry Giannone motioned first, seconded by Alternate Board Member John Geiger. The Board's consensus was unanimous.

Ayes 9: Chidester, Walker, Giannone, Alexander, Fronterotta, Gialamas, Bundesen, Geiger, and Nunley.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS – (None)**

**V. CONSENT CALENDAR – (None)**

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

B. Director's Report – Pat Mallon

Long Term Evolution (LTE) Project Status

Executive Director Pat Mallon reported that the project is continuing dialog with NTIA to clarify a path forward on any work that can expand the PSBN system in Phase II. Staff completed an action plan, similar to what was submitted as a Corrective Action Plan, to show what is planned for the next phase of LTE deployment. This includes all anticipated costs, time frames and what areas where improved coverage is expected. The proposed Phase II deployment in 56 "Search Rings" which are based on the coverage maps received from Motorola. Staff is examining areas where both mobile and outdoor portable devices may benefit from improved coverage. The Phase II plan is expected to be delivered to NTIA before the end of this week.





### LTE Construction Status

As previously reported the project has completed construction at 63 fixed sites. The punch list process is ongoing with deficiencies being scheduled for correction. 14 of the Cell on Wheels (COWS) are in place with: 2 at County of LA Water Works sites which are up and running; 1 at the Sheriff's STAR Center, also up and running; and 1 at the CHP station in Woodland Hills that is up and pending backhaul. With reference to the 10 at SCE sites, the COWs have been deployed and power and backhaul installation are pending. One huge step forward occurred late last week with the completion of services agreements with SCE. That the agreement has been signed and we are moving forward with activation of the sites. The last of the 15 COWS will be used as a Deployable and available for response as needed. This equipment will require some modification to become truly deployable as the initial plan for the equipment was for a longer term deployment.

### Testing and optimization

Cluster tuning will be conducted on a total of 8 clusters in the system with an estimated completion date of March 12, 2016. To date, data collection for this effort has been completed for all clusters. Tuning has been completed on 4 clusters. The remainder of the tuning should be complete within 3 weeks. The results of that data collection will also serve as confirmation of the basis of system improvements under LTE Phase II. One item of note is a decision by the Technical Team to forego coverage testing on a grid by grid basis. The value of the testing has been significantly undermined with the significant loss of sites and no ability to require enhancement of the system as part of the original contract. A significant savings in grant dollars will also result allowing for further enhancement of the system under Phase II.

Radio Frequency Emissions testing has commenced and is estimated to be completed by the end of the month. 13 Sites have been identified where more extensive testing has been requested. This will include emissions readings with the LA-RICS towers turned completely off, and operating at both 25% and 100% peak power. These include all fire stations sites, and those with residential property in close proximity such as LAPD Pacific and North Hollywood Divisions. You may recall there was concern voiced by residents and we committed to providing actual test data when complete.

Board Member Alexander asked if it is possible to develop a coverage map that shows county-wide coverage for each site. Executive Director Mallon stated yes, we have the coverage map today. Board Member Alexander asked does the coverage map show the holes and Executive Director Mallon stated yes. Director Gialamas added there was an UASI discussion about interoperability this week and one of the partner agencies in the UASI group ask for something very similar of the LTE and LMR systems. Director Gialamas stated LA-RICS staff is working on providing coverage maps/redesign for LTE and LMR for UASI and the Board. Board Member



Alexander asked is there a similar coverage map for LMR system. Executive Director Mallon stated the redesign is being working on by Motorola due to the reduction of members; we do not have those coverage maps today but is expected to be completed by the end of March.

#### Training

Training classes are ongoing for system maintenance and personnel from the County Internal Services Department have been participating.

#### Special Media Faire

We have been working on scheduling a special media faire to demonstrate the LTE systems capabilities to the press and dignitaries. We would also like to use the opportunity to invite police, fire and emergency medical providers to see what the LTE system can do for them. We have been in contact with the MTA, who are also interested in the LA-RICS systems, and they have indicated their willingness to host the event at their District Facility at Vignes and Cesar Chavez in downtown Los Angeles. Further information to follow once a date has been secured.

#### LMR Environmental Status

The draft Programmatic Environmental Assessment and Biological Report was submitted to FEMA on February 19, 2016. We are hopeful of completing the NEPA process in early April 2016. We are concurrently conducting outreach to federal agencies on whose land we are proposing LMR installations. The California Environmental Impact Report (CEQA) Draft EIR was released for public comment in early January. Outreach meetings have been conducted and will be discussed in the Outreach Report. The Public Comment period concluded Feb 25, 2016. We received a total of 70 comments, 54 coming from residents of a Home Owners Association in Signal Hill who are objecting to the possibility that that site could be extended up from 160' to 180' feet. This site may also encounter difficulties with any extension in height by the FAA as it is directly in the landing pattern of Long Beach Airport. Responses to the comments received are being drafted now. We anticipate that the final EIR will be completed and ready for your consideration at a "Special" Board Meeting, possibly March 17, 2016.

#### LMR Contract Status

As previously reported, Motorola has undertaken a rework of the LMR design for what we anticipate will be an approximate 50 site network. That redesign should be completed by the end of the month. Intermediate reviews of that effort are ongoing. Site design walks are ongoing, with site sketches nearly complete. 50% drawings for all sites intended to be built with UASI '11 funds have been reviewed and have been returned to Motorola. 75% Construction Drawings are expected within 2 weeks. Site Access Agreements for all UASI '11 sites are being pushed forward. 2 Agreements will be presented to the County Board of Supervisors in two weeks, and



the language on 3 sites at court houses has been finalized and we hope to bring those agreements for your consideration at the suggested Special Meeting.

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.

**VII. DISCUSSION ITEMS (D)**

D. 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) project.

Stakeholder outreach continues to involve planning and initiation of stakeholder meetings, and the continued development and distribution of the bi-monthly ongoing communications newsletter. Support for the LMR Draft Environmental Impact Report (DEIR) public hearing period was completed on February 16, 2015, with the final meeting being held at the Catalina Island Country Club. No member of the public attended the Catalina Island meeting.

Executive Director Mallon stated outreach communication presentations were held with Orange County Supervisor Shawn Nelson (District 4) on February 10, 2016, City of Avalon City Council on February 16, 2016, Signal Hill Homeowners Association on February 17, 2016, and Agoura Hills Homeowners Association on February 18, 2016. Board Member Alexander asked how the meeting went with Avalon. Executive Director Mallon stated the meeting went well. One person attended their meeting, the Fire Chief from the City of Avalon. City of Avalon Council had questions about funding.

**CLOSED SESSION TAKEN OUT OF ORDER AT 9:21 A.M., AND  
RETURNED AT 9:42 A.M.**

**VIII. ADMINISTRATIVE MATTERS (E-F)**

**E. AMENDMENT NO. 2 FOR PROFESSIONAL SERVICES CONTRACT**

It is recommended that your Board:

Approve Amendment No. 2 to the Professional Services contract with O'Meallain, substantially similar in form to Enclosure.



Director Gialamas asked for a motion to approve, Board Member Mark Alexander motioned first, seconded by Board Member Mark Fronterotta. The Board's consensus was unanimous.

Ayes 9: Chidester, Walker, Giannone, Alexander, Fronterotta, Gialamas, Bundesen, Geiger, and Nunley.

**MOTION APPROVED.**

Director Gialamas thanked Executive Director Mallon for his leadership to LA-RICS over the last couple of years, and stated that he wanted to publicly commend Executive Director Mallon for all the work and effort he has done for LA-RICS to date. Board Member Alexander also added that Executive Director Mallon has been very responsive to our concerns in regards to the project, and thanked Executive Director Mallon for his assistance to the Contract Cities; really appreciates his efforts. Alternate Member Geiger stated one day with LA-RICS is like one week in County time. Executive Director Mallon's service has been ongoing, dedicated, and we certainly appreciate and look forward to working with you. Director Gialamas thanked Executive Director Mallon for staying with the project, and stated that his leadership was a huge key to the success of the project.

**F. PROFESSIONAL SERVICES CONTRACT WITH RADELEFF CONSULTING, INC.**

Approve the Professional Services Contract with Radeleff Consulting, Inc., substantially similar in form to Enclosure.

Director Gialamas asked for a motion to approve, Board Member Larry Giannone motioned first, seconded by Board Member Chris Bundesen. The Board's consensus was unanimous.

Ayes 9: Chidester, Walker, Giannone, Alexander, Fronterotta, Gialamas, Bundesen, Geiger, and Nunley.

**MOTION APPROVED.**

**IX. MISCELLANEOUS – (None)**

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

**XI. CLOSED SESSION REPORT**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Government Code Section 54957(b)(1))  
Title: Executive Director



3. PUBLIC EMPLOYMENT  
(Government Code Section 54957(b)(1))  
Title: Executive Director
4. CONFERENCE WITH LABOR NEGOTIATORS  
(Government Code Section 54957.6)

The Board entered Closed Session at 9:21 a.m., and returned to open session at 9:42 a.m.; Counsel Truc Moore stated that the Brown Act does not require a report.

**XIII. ADJOURNMENT and NEXT MEETING:**

Director Gialamas announced adjournment of this meeting at 9:47 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, April 7, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## 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. 48**

**For March, 2016**

**Submitted March 31, 2016**

**Confidentiality Notice:** This document may contain confidential or legally privileged information that is intended only for the individual or entity to whom it was addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this report is strictly prohibited. This document is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally protected.

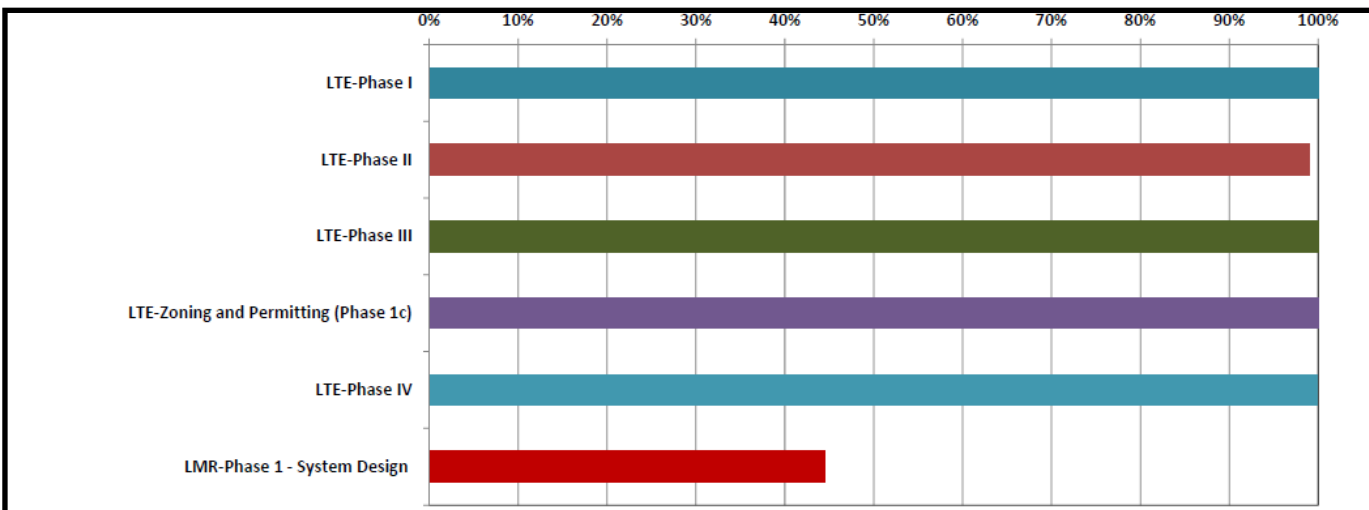
## PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
SAFETY	●	NO CHANGE	
QUALITY	●	NO CHANGE	
COST/BUDGET	●	CHANGE	REVISED GRANT AMOUNT FROM NTIA
RISK	●	CHANGE	GRANT CAP RESPONSE AND COMPLETION OF SITES UNDER THE AMENDED PROGRAM
PROJECT STAFFING	●	CHANGE	STAFFING BUDGET FOR JACOBS LTE STAFF WILL BE 100% DEPLETED BEFORE THE LTE PROJECT CLOSEOUT IS COMPLETED

## ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE PHASE I	COMPLETED	AUGUST, 2015
LTE PHASE II	COMPLETED	SEPTEMBER, 2015
LTE PHASE III	COMPLETED	JANUARY, 2016
LTE ZONING AND PERMITTING (PHASE 1C)	COMPLETED	SEPTEMBER, 2015
LTE PHASE IV	COMPLETED	SEPTEMBER, 2016
LMR PHASE 1 SYSTEM DESIGN	IN PROGRESS	SCHEDULE BEING REVISED

## DELIVERABLES PROGRESS REPORT





# LA-RICS MASTER CALENDAR

April 2016 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 1400 – PSBN Warranty Period Implementation and Optimization Meeting	5 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	6 1430 - CEO RED Weekly Meeting	7 JPA Board Mtg	8	9
10	11 1400 – PSBN Warranty Period Implementation and Optimization Meeting	12 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	13 1430 - CEO RED Weekly Meeting	14	15	16
17	18 1400 – PSBN Warranty Period Implementation and Optimization Meeting	19 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	20 1430 - CEO RED Weekly Meeting	21	22	23
24	25 1400 – PSBN Warranty Period Implementation and Optimization Meeting	26 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	27 1430 - CEO RED Weekly Meeting	28	29	30

## LTE TECHNOLOGY UPDATES

- LMR/LTE Shared Site Activities
  - Continued review of all shared LMR/LTE sites for LMR design efforts
- Ongoing IMS activities
- Weekly LTE Development Meetings are ongoing and should continue adding technical updates through 2016
- LTE project reports:
  - Weekly Status Report
  - Monthly Status Reports
  - Integrated Master Schedule (IMS)
- PSBN Testing Plan is to be completed by April 1, 2016
- The MW installations are complete at all of the required sites
- Of the 15 COWS outfitted for LTE:
  - 14 are in place - including grounding, antennas, and the fencing where required
  - Power and BH are scheduled for install by end of April, 2016 (subject to final SAA approval by SCE)
- SCE utility designs for each COW are completed
- Review of the Grant Requirements for the MSA with SCE is completed and the MSA has been signed by both parties
  - SCE is currently working on a construction schedule to be completed and provided to the Authority by late March
  - Duration for construction for both utilities is estimated to be 90 days
- PSBN Cluster Tuning is nearly completed for all (8) Clusters and optimization for each cluster is running in parallel
- PSBN training for Authority and county personnel is scheduled through Q2 of 2016
- Jacobs is coordinating with the Authority for an expansion program for LTE with a proposed extension of B-Top funding by NTIA
  - Expansion plan will require NTIA approval

## LMR TECHNOLOGY UPDATES

- LMR/LTE Shared Site Activities
  - Continued review of all shared 39 LTE/LMR sites for LMR design efforts
- Ongoing Working Weekly LMR System Design and Site Documentation meetings
  - Over half of the 61 LMR Sites have been site walked and sketches are complete
  - MSI has been directed to start 50% drawings on the first 9 sites pertaining to UASI 11 grant funding
- Ongoing Early Deployment engineering
  - Began to develop fleet mapping procedures for Sheriff Test radios
  - Acceptance Test Plans complete
- The final RF Design from MSI is scheduled for the end of March 2016
  - Weekly site design meetings with MSI and the Authority are ongoing
  - RF design reviewed with Authority staff and Motorola to incorporate 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

- PSBN Cluster Tuning is nearly completed for all (8) Clusters and optimization for each cluster are running in parallel
- EME post studies are scheduled to begin in late February and complete sometime in late March
- Network Operations Center (NOCC)
  - Two (2) of the NOCC locations are completed including all hardware, one is at FCCF and the other is located at the LARICS HQ
  - SCC building is in the planning stages and Sherriff's are providing the space and room upgrades, including furniture, power etc.
- Further ongoing discussions regarding Network Upgrades for the Core
- PSBN training for all county folks are scheduled through Q3 of 2016
- Special Events planning is ongoing
  - Weekly meetings have been scheduled and individuals have been tasked with providing research for applications and logistics
- 14 COWS are in place including grounding, antennas, and fencing when required
  - The single remaining COW will be configured for an emergency mobile site
- Punch-List site walks have been ongoing and are scheduled to be completed by end of March 2016
- Corrective Punch-List measures are to be completed by end of March 2016
  - Operations training has commenced for all Agencies and should continue through Q3 of 2016
- Motorola has submitted (20) initial punch list close out books for review

## LMR SITES/CIVIL DELIVERABLES

- Attended teleconferences with LA City Mayor's Office Staff, AECOM, and FEMA personnel to discuss the PEA
- Jacobs prepared a draft PEA for public review and submitted it to FEMA on March 4 and posted it to the LA-RICS website on March 6
- Jacobs prepared and published NOAs for the Draft PEA in 9 newspapers which were published between March 7 and 17
- Continued FCC 620/621 preparation and e106 upload for LMR sites
- Jacobs prepared data supporting NHPA exemptions for site PHN and provided for internal Authority review on March 15, 2016
- Jacobs prepared a letter for FEMA to submit to USFWS addressing site PHN as a Not Likely to Adversely Affect site and provided it to the Authority for internal review on March 21
- Jacobs prepared responses to agency comments to the Draft EIR and delivered these to the agencies on March 7
- Jacobs finalized the Findings of Fact/Statement of Overriding Consideration, MMP, and Final EIR and delivered these to the Board members on March 21
- Jacobs attended site design walks with the Authority and MSI
- MSI/Jacobs design team have scheduled site visits to allow for the preparation of site sketches, 1A surveys and 50% Construction Drawing sets (CDs)
- 68 site sketches have been received for review and approval by the authority as of 3/22/2016
- 16 each 50% CD's have been received for review and approval by the authority as of 3/22/2016
- 2 each 75% CD's have been received for review and approval by the authority as of 3/22/2016
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED)
- As of 3/22/2016, six (6) executed SAA's are in place



## **Monthly Report #31**

**Reporting Period: 02/15/16 thru 03/18/16**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

## Table of Contents

1. Executive Summary .....	3
2. Project Status .....	4
2.1 Tasks In Progress or Completed .....	4
2.2 Tasks Planned for Next Period (03/21/16 thru 04/15/16) .....	5
2.3 Authority Look-Ahead Tasks (120-Day) .....	5
3. Project Risk Register .....	6
4. Areas of Concern .....	6
5. Disputes and Claims .....	7
6. Financial Status .....	7
7. LA-RICS Master Schedule .....	8

## 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 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed "Early Equipment", "Specified Equipment and System on Wheels", and "Station B Equipment", "Frequency Licensing", "UPS System", and "Portable Radios, Consolettes and Consoles", "Portable Radio Equipment", alternate sites "Project Descriptions", "Frequency Licensing for the Base System", "Bridge Warrant for Early", "Retuning of SOW & Station B UHF Frequencies", "Project descriptions for Nine Potential Replacement Sites" and "LMR System Redesign and Relocation of Core 2".

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 report covers the period from 2/15/16 to 3/18/16**

This month's report for the LA-RICS LMR program covers the reporting period from **02/15/16** through **03/18/16**. During this reporting period associated Phase 1 tasks were performed to include A&E activities, Frequency Coordination (continues after final site confirmation), system redesign, Site Access Agreements, and Environmental Reviews which are currently in progress. A&E activities included site walks, site sketch development, site surveys, development of the 50% construction drawings (zoning documents), and 75% construction drawings (pre-permit documents). 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 System Redesign

LMR system redesign efforts continued this period to address the changes in sites identified in Amendment 16 and subsequent Amendments. System Redesign activities for this period included frequency identification and planning, determination of site parameters for redesign, and development of subsystem architecture changes based on the system redesign. Coverage redesign based on sites and agreed to site parameters continued this period.






#### Site Design Activities

Site design activities for this period included site evaluation walks, site sketch development and submittals, site survey walks, project descriptions development and submittals for additional sites, 50% construction drawings (zoning documents) development and submittal and 75% construction drawings (pre-permit documents) development and submittal. Additional activities included power load studies and evaluation of as-built drawings for the applicable sites.

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

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system's core switching network. Although only two (2) agreements have been executed as of this period, the Authority has made continued progress with the Member Agencies to finalize Site Access Agreements. This activity is primarily being driven by the Authority's Outreach Program. 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 & FONSI milestones are under review for determination of schedule impact.
Quality			Construction drawings process is slow, corrective actions are being put into place.
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 on the system redesign and final site list.
Budget			Potential impacts to budget based allocation of equipment and potential site configuration changes.

## 2. Project Status

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

### 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
NEPA FONSI	In Process
CEQA Notice of Determination	In Process
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
<b>Project Descriptions</b>	
Develop 9 Additional Project Descriptions (Amendment 15)	In Process
<b>Site Design</b>	

Activity Name	Activity Status
Site Walks and Site Sketch Development & Approvals	In Process
Develop 50% Construction Drawings (Zoning Documents) & Approvals	In Process
Develop 75% Construction Drawings (Pre-Permit Documents) & Approvals	Started

## 2.2 Tasks Planned for Next Period (03/21/16 thru 04/15/16)

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI	On Plan to Finish
CEQA Notice of Determination	On Plan to Finish
<b>Environmental Review &amp; Documentation (Authority)</b>	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Plan to Finish
Prepare Preliminary Draft EHP/NEPA Form	On Plan to Finish
Prepare EIR	On Plan to Finish
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
<b>Project Descriptions</b>	
Develop 9 Additional Project Descriptions (Amendment 15)	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Develop 50% Construction Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop 75% Construction Drawings and Approvals	In Process

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

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
NEPA FONSI / CEQA Notice of Determination	On Plan to Finish
<b>Environmental Review &amp; Documentation (Authority)</b>	
CEQA Exemption Applicability & Eligibility Screening & Assessment	On Plan to Finish
Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination	On Plan to Finish
Lead Agency CEQA Determination	On Plan to Finish
Consult Federal Agency and Prepare Draft NEPA Document	On Plan to Finish



Activity Name	Activity Status
Prepare NEPA Document	On Plan to Finish
Submit Final EHP & NEPA Document	On Plan to Finish
Federal Lead Agency NEPA Determination	On Plan to Finish
Complete 9 Additional Project Descriptions Review (Amendment 15)	On Plan to Finish
<b>LMR System Redesign</b>	
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
<b>Site Design</b>	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve 50% Construction Drawings (Zoning Documents)	On Going
Review and Approve 75% Construction Drawings (Pre-Permit Documents)	On Going
Review and Approve Building Permit 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. Changes to system will be addressed in the system redesign efforts.	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 approval process are pushing expedited construction into Q2 2016 or later.
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites may impact the coverage. System redesign efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes and licensing.
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. Primary focus is on the UASI 11 site installations.

## 5. Disputes and Claims

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

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

## 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 41,784,492
Cumulative Invoice Payments from Last Report	\$ 36,382,770
Total Invoice Payments This Period	\$ 0
Remaining Amount to be Paid	\$ 5,401,722

## 7. LA-RICS Master Schedule

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.

The Phase 1 section of the LMR project schedule is currently being developed to reflect the latest site design activities and with the anticipation of the pending approval of the Environmental Impact Report. An exported file of the Phase 1 schedule is provided on a weekly basis to the Authority.

(Intentionally Blank Page)



## **Monthly Report - #25**

**Reporting Period: 2/15/16 thru 3/18/16**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

## Table of Contents

1. Executive Summary .....	3
2. Project Status .....	9
2.1 Tasks In-Progress and Completed .....	9
2.2 Tasks Planned for Next Period (3/21/16 thru 4/15/16).....	10
2.3 Authority Look-Ahead Tasks (120-Day) .....	10
3. Project Risk Register .....	11
4. Areas of Concern .....	11
5. Disputes and Claims .....	11
6. Financial Status .....	12
7. LA-RICS PSBN Project Schedule .....	12

## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There were no new NTPs or Amendments during Reporting Period #21 (10/19/25 to 11/14/15).

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






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

**This report covers the period from 2/15/16 to 3/18/16**

On March 9, 2016 the Authority issued Motorola a **Termination for Convenience** to stop work on all activities related to the payment milestones for Coverage, Stress, and Burn-in testing.

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

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			Testing, Training, Documentation, and Punchlist items remain on schedule to be completed during the Warranty Period 10/1/2015 to 9/30/2016.
Quality			No current quality issues to report.
Risk			Delays in delivery of site final site documentation due to delays by construction subcontractors.
Scope			The contract has been amended to account for the remaining site tower and location changes.
Budget			Authority indicates that NTIA has not yet authorized payment for spare and excess equipment that was shipped and delivered to the Authority prior to any stop work notices.

## 2. Project Status

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

### 2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Provide Access and Escorts to EPC and RAN Sites	As Needed
<b>System Design Activities</b>	
Network Management System Design Update With Comments	In Progress
<b>Site Construction &amp; Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites	In Progress
<b>System Implementation (Phase 4)</b>	
LTE EPC Install & Configuration / Test	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Process
MPE (EME) Site Surveys Post Construction	Completed
Cluster Tuning Data Collection, Analysis and Verification	Completed
Closeout documents & as-built drawings	In Progress
LTE Training	In Progress

## 2.2 Tasks Planned for Next Period (3/21/16 thru 4/15/16)

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	As needed
Construction Inspections	In Process
<b>Site Construction and Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites	On Plan to Finish
<b>System Implementation (Phase 4)</b>	
LTE EPC Install, Configuration, Testing	As Needed
COW Sites Install, Configuration, Commissioning / Test	In Progress
Submit Closeout documents & as-built drawings	In Progress
PSBN Training	In Progress

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

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

Activity Name	Start
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	On Plan to Finish
<b>Acceptance Test Plan</b>	
Revised ATP Review and Approvals	On Plan to Finish
<b>Site Design Activities</b>	
Cell on Wheels Design Activities	On Plan to Finish
<b>Site Construction and Site Modification (Phase 2)</b>	
Site Inspections & Permit Clear	On Plan to Finish
<b>System Implementation (Phase 4)</b>	
EPC & Network Management Installation Testing ( <u>Potential Reconfiguration</u> )	As needed
PSBN Site Equipment Inspections	As needed
Cluster Tuning and Testing Review	On Plan
PSBN Coverage Testing Review	Terminated
PSBN Training Attendance	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	Med	NTP for core spare equipment	Requires NTP for remaining units
Excess Batteries	LA-RICS	Low	Excess Batteries are being stored without charging – Warranty may no longer be valid, and batteries are subject to discharge damage	Authority is preparing an RFQ

### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
21-02	10 COW Sites have delayed Power and Backhaul	Authority is working with SCE to bring power and fiber to the COWs. SCE to provide schedule to complete power & fiber backhaul to each site.
23-02	Bypass Procedure for ATS Maintenance	MSI demonstrated a by-pass procedure. Authority is reviewing the results.
24-01	Final Site Documentation	MSI construction subcontractors have been very slow in delivering final site documentation which may impact delivery delay.
24-02	Training Plan	New training plan request has substantially more students than originally contemplated. Authority is reviewing against contract to determine if an RFQ is required.

### 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
Sub-meters for 5 House Power Sites	Under Review by MSI and Authority	TBD
ATS By-Pass Procedure	Under Review by MSI and Authority	TBD
LASDCVS Shed Construction	Under Review by MSI and Authority	TBD
Testing Cancellation for Convenience	MSI preparing accounting for % complete prior to cancellation	TBD

## 6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 14.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 102,456,877
Cumulative Invoice Payments from Last Report	(\$ 60,997,965)
Total Invoice Payments This Period	(\$ 0)
Remaining Amount to be Paid	\$ 41,458,912

## 7. LA-RICS PSBN Project Schedule

Final Documentation, Testing, Punchlist Resolution, and Training are scheduled to be completed by end of July 2016 all in accordance with Amendment #15 issued in December 2015. This Monthly Report is being submitted with a copy of the schedule update corresponding to the Data Date for the reporting period.



This page intentionally left blank  
See attached PSBN Summary Schedule (PDF file)

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	D	
<b>Total</b>		04-Feb-14 A	18-Jul-16	86.16%	84	-12																																				
<b>LA_City</b>		04-Mar-14 A	21-Apr-16	95.56%	24	48																																				
LA.LAPD077		12-Mar-14 A	15-Apr-16	96.16%	20	52																																				
LA.LAPDDVN		12-Mar-14 A	21-Apr-16	95.42%	24	48																																				
LA.LAPDFTH		12-Mar-14 A	21-Apr-16	95.56%	24	48																																				
LA.LAPDHLB		04-Mar-14 A	18-Apr-16	96.09%	21	51																																				
LA.LAPDHWD		12-Mar-14 A	19-Apr-16	95.8%	22	50																																				
LA.LAPDMIS		12-Mar-14 A	21-Apr-16	95.51%	24	48																																				
LA.LAPDNHD		12-Mar-14 A	20-Apr-16	96.37%	19	49																																				
LA.LAPDNWT		12-Mar-14 A	15-Apr-16	96.18%	20	52																																				
LA.LAPDOLY		10-Mar-14 A	18-Apr-16	96.06%	21	51																																				
LA.LAPDPAC		12-Mar-14 A	19-Apr-16	95.8%	22	50																																				
LA.LAPDRAM		12-Mar-14 A	18-Apr-16	95.99%	21	51																																				
LA.LAPDTOP		12-Mar-14 A	21-Apr-16	95.42%	24	48																																				
LA.LAPDVNS		12-Mar-14 A	20-Apr-16	95.61%	23	49																																				
LA.LAPDWIL		12-Mar-14 A	18-Apr-16	95.99%	21	51																																				
LA.LAPDWLA		12-Mar-14 A	19-Apr-16	96.6%	18	50																																				
LA.LAPDWVD		12-Mar-14 A	20-Apr-16	95.6%	23	49																																				
LA.LAPP001		12-Mar-14 A	15-Apr-16	94.71%	20	52																																				
LA.LDWP243		12-Mar-14 A	18-Apr-16	95.43%	21	51																																				
LA.SEP		12-Mar-14 A	15-Apr-16	96.93%	16	52																																				
LA.SWP		12-Mar-14 A	15-Apr-16	96.11%	20	52																																				
LA.VPC		12-Mar-14 A	19-Apr-16	95.23%	22	50																																				
<b>LA_County</b>		21-Feb-14 A	05-May-16	93.9%	34	38																																				
LA.BMT		12-Mar-14 A	15-Apr-16	95.9%	20	52																																				
LA.CCT		12-Mar-14 A	19-Apr-16	95.23%	22	50																																				
LA.CEN		12-Mar-14 A	20-Apr-16	94.35%	23	49																																				
LA.FCCF		12-Mar-14 A	20-Apr-16	94.18%	23	49																																				
LA.LACHAR		12-Mar-14 A	20-Apr-16	95.61%	23	49																																				
LA.LACOLV		12-Mar-14 A	20-Apr-16	95.32%	23	49																																				

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	D	
LA.LACUSC		12-Mar-14 A	05-May-16	97.23%	15	38																																				
LA.LAN		12-Mar-14 A	15-Apr-16	96.21%	20	52																																				
LA.LASDALD		12-Mar-14 A	21-Apr-16	95.12%	24	48																																				
LA.LASDCSN		12-Mar-14 A	19-Apr-16	95.79%	22	50																																				
LA.LASDIDT		12-Mar-14 A	21-Apr-16	95.46%	24	48																																				
LA.LASDLKD		12-Mar-14 A	20-Apr-16	95.63%	23	49																																				
LA.LASDLNX		12-Mar-14 A	19-Apr-16	95.74%	22	50																																				
LA.LASDNCC		12-Mar-14 A	18-Apr-16	96.02%	21	51																																				
LA.LASDNWK		12-Mar-14 A	20-Apr-16	95.63%	23	49																																				
LA.LASDPRV		12-Mar-14 A	20-Apr-16	95.63%	23	49																																				
LA.LASDSCV		12-Mar-14 A	18-Apr-16	96.02%	21	51																																				
LA.LASDSDM		21-Feb-14 A	21-Apr-16	95.61%	24	48																																				
LA.LASDTEM		12-Mar-14 A	18-Apr-16	96.01%	21	51																																				
LA.LHS		12-Mar-14 A	18-Apr-16	95.95%	21	51																																				
LA.MLM		12-Mar-14 A	15-Apr-16	95.9%	20	52																																				
LA.ONK		12-Mar-14 A	18-Apr-16	95.43%	21	51																																				
LA.PHN		12-Mar-14 A	21-Apr-16	95.12%	24	48																																				
LA.PLM		12-Mar-14 A	15-Apr-16	96.21%	20	52																																				
LA.RANCHO		12-Mar-14 A	18-Apr-16	95.71%	21	51																																				
LA.SLA		12-Mar-14 A	19-Apr-16	95.83%	22	50																																				
LA.WAL		12-Mar-14 A	21-Apr-16	95.45%	24	48																																				
LA.WHD		12-Mar-14 A	19-Apr-16	95.76%	22	50																																				
<b>Independent Cities</b>		04-Feb-14 A	21-Apr-16	95.54%	24	48																																				
LA.ARCPD01		04-Feb-14 A	20-Apr-16	95.2%	23	49																																				
LA.AZPD001		12-Mar-14 A	21-Apr-16	95.3%	24	48																																				
LA.CLM		12-Mar-14 A	21-Apr-16	95.37%	24	48																																				
LA.CPTFD04		12-Mar-14 A	18-Apr-16	95.6%	21	51																																				
LA.ELMNTPD		12-Mar-14 A	21-Apr-16	95.04%	24	48																																				
LA.FS5		12-Mar-14 A	15-Apr-16	96.03%	20	52																																				
LA.GARD001		12-Mar-14 A	18-Apr-16	95.67%	21	51																																				

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	D	
LA.LAPP001		07-Dec-15 A	18-Feb-16 A	100%	0																																					
LA.LBFD012N		12-Mar-14 A	15-Apr-16	96.25%	20	52																																				
LA.LBPDHQ		12-Mar-14 A	15-Apr-16	95.98%	20	52																																				
LA.PASA001		12-Mar-14 A	20-Apr-16	95.11%	23	49																																				
LA.PASDNP		12-Mar-14 A	20-Apr-16	95.02%	23	49																																				
LA.VEFD001		12-Mar-14 A	19-Apr-16	95.53%	22	50																																				
LA.VEFD003		12-Mar-14 A	19-Apr-16	95.51%	22	50																																				
No LA-RICS Jurisdiction [O]		01-Sep-14 A	18-Jul-16	82.09%	84	-12																																				
LA.ARCPD01		02-Jul-15 A	02-Jul-15 A	0%	0																																					
LA.Prjt Closeout		01-Oct-15 A	18-Jul-16	68.09%	60	-12																																				
LA.SI		01-Sep-14 A	01-Jul-16	83.88%	74	-2																																				
LA.Sys Op_Test		21-Apr-16	21-Apr-16	0%	0	41																																				
LA.Warranty		01-Oct-15 A	21-Apr-16	100%	0	48																																				

# 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. 49**

**For April, 2016**

**Submitted April 28, 2016**

**Confidentiality Notice:** This document may contain confidential or legally privileged information that is intended only for the individual or entity to whom it was addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this report is strictly prohibited. This document is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally protected.

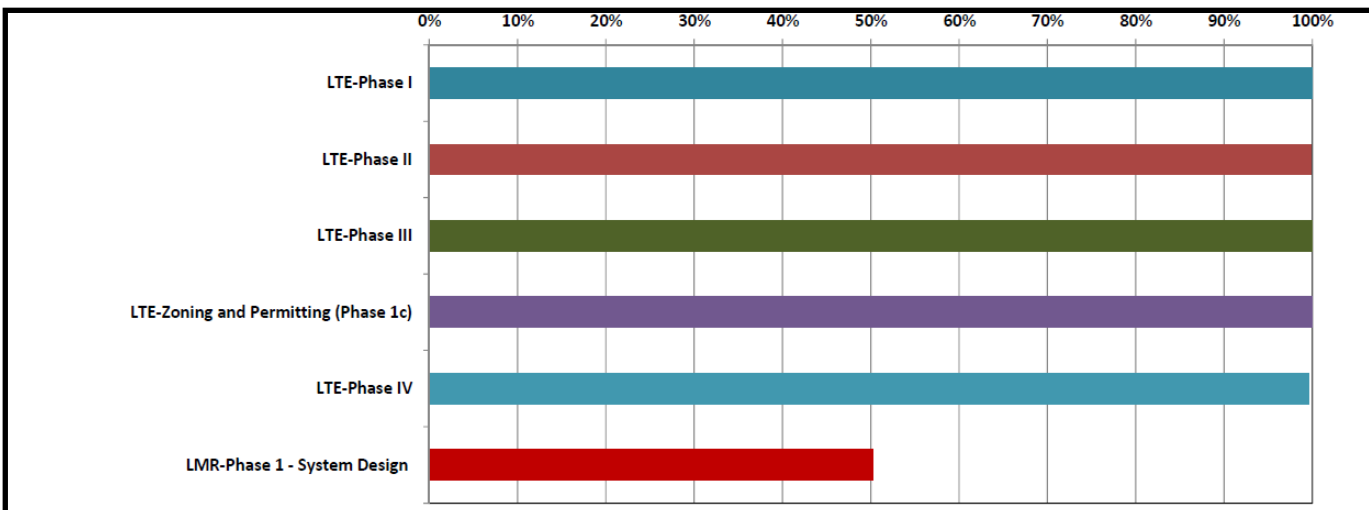
## PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
SAFETY	●	NO CHANGE	
QUALITY	●	NO CHANGE	
COST/BUDGET	●	CHANGE	REVISED GRANT AMOUNT FROM NTIA
RISK	●	CHANGE	GRANT CAP RESPONSE AND COMPLETION OF SITES UNDER THE AMENDED PROGRAM
PROJECT STAFFING	●	CHANGE	STAFFING BUDGET FOR JACOBS LTE STAFF WILL BE 100% DEPLETED BEFORE THE LTE PROJECT CLOSEOUT IS COMPLETED

## ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE PHASE I	COMPLETED	AUGUST, 2015
LTE PHASE II	COMPLETED	SEPTEMBER, 2015
LTE PHASE III	COMPLETED	JANUARY, 2016
LTE ZONING AND PERMITTING (PHASE 1C)	COMPLETED	SEPTEMBER, 2015
LTE PHASE IV	IN PROGRESS	SEPTEMBER, 2016
LMR PHASE 1 SYSTEM DESIGN	IN PROGRESS	SCHEDULE BEING REVISED

## DELIVERABLES PROGRESS REPORT



# LA-RICS MASTER CALENDAR

May 2016 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 1400 – PSBN Warranty Period Implementation and Optimization Meeting	3 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	4 1430 - CEO RED Weekly Meeting	5 JPA Board Mtg	6	7
8	9 1400 – PSBN Warranty Period Implementation and Optimization Meeting	10 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	11 1430 - CEO RED Weekly Meeting	12	13	14
15	16 1400 – PSBN Warranty Period Implementation and Optimization Meeting	17 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	18 1430 - CEO RED Weekly Meeting	19	20	21
22	23 1400 – PSBN Warranty Period Implementation and Optimization Meeting	24 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	25 1430 - CEO RED Weekly Meeting	26	27	28
29	30 1400 – PSBN Warranty Period Implementation and Optimization Meeting	31 0900 – WESM Mtg  1030 – LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting				

## LTE TECHNOLOGY UPDATES

- **LMR/LTE Shared Site Activities**
  - Continued review of all shared LMR/LTE sites for LMR design efforts
- **Ongoing IMS activities**
- **Weekly LTE Development Meetings** are ongoing and should continue adding technical updates through 2016
- **LTE project reports:**
  - **Weekly Status Report**
  - **Monthly Status Reports**
  - **Integrated Master Schedule (IMS)**
- **PSBN Testing Plan** is to be completed by May 1, 2016
- **The MW installations** are complete at all of the required sites
- **Of the 15 COWS** outfitted for LTE:
  - 14 are in place - including grounding, antennas, and the fencing where required
  - Power and BH are scheduled for install by end of April, 2016 (subject to final SAA approval by SCE)
- **SCE utility designs** for each COW are completed
- **Review of the Grant Requirements** for the MSA with SCE is completed and the MSA has been signed by both parties
  - SCE is currently working on a construction schedule to be completed and provided to the Authority by late April
  - Duration for construction for both utilities is estimated to be 90 days
- **PSBN Cluster Tuning** is completed for all (8) Clusters including optimization
- **PSBN training** for Authority and county personnel is scheduled through Q3 of 2016
  - MSI and the Authority is currently working through the ATP process. Estimated start date is scheduled for the first week of May
- **Jacobs** is coordinating with the Authority for an expansion program for LTE with an extension of BTOP funding by Congress with administration by NTIA
  - Expansion plan will require NTIA approval

## LMR TECHNOLOGY UPDATES

- **Ongoing Working Weekly LMR System Design and Site Documentation** meetings
  - Over half of the 61 LMR Sites have been site walked and sketches are complete
  - MSI has been directed to start 50% drawings on the first 9 sites pertaining to UASI 11 grant funding
- **Ongoing Early Deployment engineering**
  - Began to develop fleet mapping procedures for Sheriff Test radios
  - Acceptance Test Plans complete
- **The final RF Design** from MSI is scheduled for the middle of May 2016
  - Weekly site design meetings with MSI and the Authority are ongoing
  - RF design reviewed with Authority staff and Motorola to incorporate 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

- PSBN Cluster Tuning is completed for all (8) Clusters and optimization for each cluster is also complete.
- EME post studies are complete and reports have been reviewed and accepted.
- Network Operations Center (NOCC)
  - Two (2) of the NOCC locations are completed including all hardware, one is at FCCF and the other is located at the LARICS HQ. Conversations of having the remaining (3) stations installed on a temporary basis at the LARICS office until the SCC building is completed are ongoing
  - SCC building is in the planning stages and Sherriff's are providing the space and room upgrades, including furniture, power etc.
- Further ongoing discussions regarding Network Upgrades for the Core. A proposal has been provided via prolog for MSI to complete the upgrade to the existing core located at FCCF which is under review by the Authority.
- PSBN training for technicians is occurring and is scheduled through Q3 of 2016
- Special Events planning is ongoing
  - Weekly meetings have been scheduled and individuals have been tasked with providing research for applications and logistics
- 14 COWS are in place including grounding, antennas, and fencing when required
  - The single remaining COW will be configured for an emergency mobile site
- Punch-List site walks have been ongoing and are scheduled to be completed by end of March 2016
- Corrective Punch-List measures are to be completed by end of April 2016
- Motorola has submitted all initial punch list close out books for review. The full Close out books, inclusive of as-builts, are to follow with an estimated completion day of June 30<sup>th</sup>.

## LMR SITES/CIVIL DELIVERABLES

- Attended teleconferences with LA City Mayor's Office Staff, AECOM, and FEMA personnel to discuss the PEA
- Attended the Board meeting on March 29 to support the decision to certify the EIR, FOF, and MMP
- Jacobs submitted FCC 620/621 forms for sites MVS and RIH
- Jacobs prepared and provided a revised Appendix A and B and proofs of publication for the NOA for the Draft PEA to FEMA for inclusion in the Final PEA
- Jacobs prepared and submitted data packages for the UASI 11 sites for FEMA to upload in their EMIS to provide environmental clearance of the sites
- Prepared a draft NOA for the Final PEA and FONSI as directed by FEMA
- Jacobs attended site design walks with the Authority and MSI
- MSI/Jacobs design team have scheduled site visits to allow for the preparation of site sketches, 1A surveys and 50% Construction Drawing sets (CDs)
- 68 site sketches have been received for review and approval by the authority as of 4/22/2016
- 22 each 50% CD's have been received for review and approval by the authority as of 4/22/2016
- 6 each 75% CD's have been received for review and approval by the authority as of 4/22/2016
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED)
- As of 4/22/2016, twelve (12) executed SAA's are in place

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017		
							J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
<b>Total</b>		04-Feb-14 A	21-Nov-16	78.02%	153	-101	[Gantt bars for Total]																																				21-Nov-16		
<b>LA_City</b>		04-Mar-14 A	05-May-16	97.45%	14	38	[Gantt bars for LA_City]																																				05-May-16		
LA.LAPD077		12-Mar-14 A	29-Apr-16	98.12%	10	42	[Gantt bar for LA.LAPD077]																																				29-Apr-16		
LA.LAPDDVN		12-Mar-14 A	05-May-16	97.38%	14	38	[Gantt bar for LA.LAPDDVN]																																				05-May-16		
LA.LAPDFTH		12-Mar-14 A	05-May-16	97.45%	14	38	[Gantt bar for LA.LAPDFTH]																																				05-May-16		
LA.LAPDHLB		04-Mar-14 A	02-May-16	97.99%	11	41	[Gantt bar for LA.LAPDHLB]																																				02-May-16		
LA.LAPDHWD		12-Mar-14 A	03-May-16	97.75%	12	40	[Gantt bar for LA.LAPDHWD]																																				03-May-16		
LA.LAPDMIS		12-Mar-14 A	05-May-16	97.43%	14	38	[Gantt bar for LA.LAPDMIS]																																				05-May-16		
LA.LAPDNHD		12-Mar-14 A	04-May-16	97.57%	13	39	[Gantt bar for LA.LAPDNHD]																																				04-May-16		
LA.LAPDNWT		12-Mar-14 A	29-Apr-16	98.12%	10	42	[Gantt bar for LA.LAPDNWT]																																				29-Apr-16		
LA.LAPDOLY		10-Mar-14 A	02-May-16	97.97%	11	41	[Gantt bar for LA.LAPDOLY]																																				02-May-16		
LA.LAPDPAC		12-Mar-14 A	03-May-16	97.75%	12	40	[Gantt bar for LA.LAPDPAC]																																				03-May-16		
LA.LAPDRAM		12-Mar-14 A	02-May-16	97.94%	11	41	[Gantt bar for LA.LAPDRAM]																																				02-May-16		
LA.LAPDTOP		12-Mar-14 A	05-May-16	97.38%	14	38	[Gantt bar for LA.LAPDTOP]																																				05-May-16		
LA.LAPDVNS		12-Mar-14 A	04-May-16	97.57%	13	39	[Gantt bar for LA.LAPDVNS]																																				04-May-16		
LA.LAPDWIL		12-Mar-14 A	02-May-16	97.94%	11	41	[Gantt bar for LA.LAPDWIL]																																				02-May-16		
LA.LAPDWLA		12-Mar-14 A	03-May-16	97.78%	12	40	[Gantt bar for LA.LAPDWLA]																																				03-May-16		
LA.LAPDWVD		12-Mar-14 A	04-May-16	97.56%	13	39	[Gantt bar for LA.LAPDWVD]																																				04-May-16		
LA.LAPP001		12-Mar-14 A	29-Apr-16	97.42%	10	42	[Gantt bar for LA.LAPP001]																																				29-Apr-16		
LA.LDWP243		12-Mar-14 A	02-May-16	97.66%	11	41	[Gantt bar for LA.LDWP243]																																				02-May-16		
LA.SEP		12-Mar-14 A	29-Apr-16	98.12%	10	42	[Gantt bar for LA.SEP]																																				29-Apr-16		
LA.SWP		12-Mar-14 A	29-Apr-16	98.09%	10	42	[Gantt bar for LA.SWP]																																				29-Apr-16		
LA.VPC		12-Mar-14 A	03-May-16	97.45%	12	40	[Gantt bar for LA.VPC]																																				03-May-16		
<b>LA_County</b>		21-Feb-14 A	06-May-16	97.31%	15	37	[Gantt bars for LA_County]																																				06-May-16		
LA.BMT		12-Mar-14 A	29-Apr-16	97.99%	10	42	[Gantt bar for LA.BMT]																																				29-Apr-16		
LA.CCT		12-Mar-14 A	03-May-16	97.45%	12	40	[Gantt bar for LA.CCT]																																				03-May-16		
LA.CEN		12-Mar-14 A	04-May-16	96.88%	13	39	[Gantt bar for LA.CEN]																																				04-May-16		
LA.FCCF		12-Mar-14 A	04-May-16	96.79%	13	39	[Gantt bar for LA.FCCF]																																				04-May-16		
LA.LACHAR		12-Mar-14 A	04-May-16	97.57%	13	39	[Gantt bar for LA.LACHAR]																																				04-May-16		
LA.LACOLV		12-Mar-14 A	04-May-16	97.41%	13	39	[Gantt bar for LA.LACOLV]																																				04-May-16		



LA RICS LTE MASTER SCHEDULE

Data Date 16-Apr-16  
Page 2 of 3

Summary Remaining Work  
Actual Work Critical Remaining

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017			
							J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	
LA.LACUSC		12-Mar-14 A	06-May-16	97.24%	15	37																																								06-May-16
LA.LAN		12-Mar-14 A	29-Apr-16	98.14%	10	42																																								29-Apr-16
LA.LASDALD		12-Mar-14 A	05-May-16	97.21%	14	38																																								05-May-16
LA.LASDCSN		12-Mar-14 A	03-May-16	97.74%	12	40																																								03-May-16
LA.LASDIDT		12-Mar-14 A	05-May-16	97.4%	14	38																																								05-May-16
LA.LASDLKD		12-Mar-14 A	04-May-16	97.57%	13	39																																								04-May-16
LA.LASDLNX		12-Mar-14 A	03-May-16	97.72%	12	40																																								03-May-16
LA.LASDNCC		12-Mar-14 A	02-May-16	97.96%	11	41																																								02-May-16
LA.LASDNWK		12-Mar-14 A	04-May-16	97.57%	13	39																																								04-May-16
LA.LASDPRV		12-Mar-14 A	04-May-16	97.57%	13	39																																								04-May-16
LA.LASDSCV		12-Mar-14 A	02-May-16	97.96%	11	41																																								02-May-16
LA.LASDSDM		21-Feb-14 A	05-May-16	97.49%	14	38																																								05-May-16
LA.LASDTEM		12-Mar-14 A	02-May-16	97.95%	11	41																																								02-May-16
LA.LHS		12-Mar-14 A	02-May-16	97.92%	11	41																																								02-May-16
LA.MLM		12-Mar-14 A	29-Apr-16	97.99%	10	42																																								29-Apr-16
LA.ONK		12-Mar-14 A	02-May-16	97.66%	11	41																																								02-May-16
LA.PHN		12-Mar-14 A	03-May-16	97.6%	12	40																																								03-May-16
LA.PLM		12-Mar-14 A	29-Apr-16	98.14%	10	42																																								29-Apr-16
LA.RANCHO		12-Mar-14 A	02-May-16	97.8%	11	41																																								02-May-16
LA.SLA		12-Mar-14 A	03-May-16	97.77%	12	40																																								03-May-16
LA.WAL		12-Mar-14 A	05-May-16	97.4%	14	38																																								05-May-16
LA.WHD		12-Mar-14 A	03-May-16	97.73%	12	40																																								03-May-16
<b>Independent Cities</b>		04-Feb-14 A	05-May-16	97.45%	14	38																																								05-May-16
LA.ARCPD01		04-Feb-14 A	04-May-16	97.34%	13	39																																								04-May-16
LA.AZPD001		12-Mar-14 A	05-May-16	97.31%	14	38																																								05-May-16
LA.CLM		12-Mar-14 A	05-May-16	97.35%	14	38																																								05-May-16
LA.CPTFD04		12-Mar-14 A	02-May-16	97.74%	11	41																																								02-May-16
LA.ELMNTPD		12-Mar-14 A	05-May-16	97.17%	14	38																																								05-May-16
LA.FS5		12-Mar-14 A	29-Apr-16	98.05%	10	42																																								29-Apr-16
LA.GARD001		12-Mar-14 A	04-May-16	97.38%	13	39																																								04-May-16

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017		
							J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
LA.LAPP001		07-Dec-15 A	18-Feb-16 A	100%	0																										18-Feb-16 A														
LA.LBFD012N		12-Mar-14 A	29-Apr-16	98.16%	10	42	[Gantt bar]												[Gantt bar]												29-Apr-16														
LA.LBPDHQ		12-Mar-14 A	29-Apr-16	98.03%	10	42	[Gantt bar]												[Gantt bar]												29-Apr-16														
LA.PASA001		12-Mar-14 A	04-May-16	97.29%	13	39	[Gantt bar]												[Gantt bar]												04-May-16														
LA.PASDNP		12-Mar-14 A	04-May-16	97.25%	13	39	[Gantt bar]												[Gantt bar]												04-May-16														
LA.VEFD001		12-Mar-14 A	03-May-16	97.61%	12	40	[Gantt bar]												[Gantt bar]												03-May-16														
LA.VEFD003		12-Mar-14 A	03-May-16	97.6%	12	40	[Gantt bar]												[Gantt bar]												03-May-16														
<b>No LA-RICS Jurisdiction [O]</b>		01-Sep-14 A	21-Nov-16	72.58%	153	-101																									[Gantt bar]												21-Nov-16		
LA.ARCPD01		02-Jul-15 A	02-Jul-15 A	0%	0														02-Jul-15 A																										
LA.Prjt Closeout		01-Oct-15 A	21-Nov-16	49.82%	139	-101																									[Gantt bar with red segment]												21-Nov-16		
LA.SI		01-Sep-14 A	18-Nov-16	72.71%	152	-100																									[Gantt bar]												18-Nov-16		
LA.Sys Op_Test		05-May-16	05-May-16	0%	0	31																									05-May-16														
LA.Warranty		01-Oct-15 A	05-May-16	100%	0	38																									[Gantt bar]														



## **Monthly Report - #26**

**Reporting Period: 3/21/16 thru 4/15/16**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

## Table of Contents

1. Executive Summary .....	3
2. Project Status .....	9
2.1 Tasks In-Progress and Completed .....	9
2.2 Tasks Planned for Next Period (4/18/16 thru 5/13/16).....	10
2.3 Authority Look-Ahead Tasks (120-Day) .....	10
3. Project Risk Register .....	12
4. Areas of Concern .....	12
5. Disputes and Claims .....	12
6. Financial Status .....	14
7. LA-RICS PSBN Project Schedule .....	14

## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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






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

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

**This report covers the period from 3/21/16 to 4/15/16**

There were no new NTPs or Amendments during Reporting Period #26 (3/21/16 to 4/15/16).

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			Testing, Training, Documentation, and Punchlist items remain on schedule to be completed during the Warranty Period 10/1/2015 to 9/30/2016.
Quality			No current quality issues to report.
Risk			Delays in delivery of site final site documentation due to delays by construction subcontractors.
Scope			The contract has been amended to account for the remaining site tower and location changes.
Budget			Authority indicates that NTIA has not yet authorized payment for spare and excess equipment that was shipped and delivered to the Authority prior to any stop work notices.

## 2. Project Status

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

### 2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Provide Access and Escorts to EPC and RAN Sites	As Needed
<b>System Design Activities</b>	
Network Management System Design Update With Comments	In Progress
<b>Site Construction &amp; Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites	In Progress
<b>System Implementation (Phase 4)</b>	
LTE EPC Install & Configuration / Test	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Process
MPE (EME) Site Surveys Post Construction (Active Sites)	Completed
Cluster Tuning Data Collection, Analysis and Verification	Completed
Closeout documents & as-built drawings	In Progress
LTE Training	In Progress

Activity Name	Activity Status
PSBN Acceptance Test Documentation	In Progress

## 2.2 Tasks Planned for Next Period (4/18/16 thru 5/13/16)

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

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

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

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

Activity Name	Start
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	On Plan to Finish
<b>Acceptance Test Plan</b>	
Revised ATP Review and Approvals	On Plan to Finish
<b>Site Design Activities</b>	
Cell on Wheels Design Activities (SCE sites)	On Plan to Finish
<b>Site Construction and Site Modification (Phase 2)</b>	
Site Inspections & Permit Clear	On Plan to Finish
<b>System Implementation (Phase 4)</b>	
EPC & Network Management Installation Testing ( <u>Potential Reconfiguration</u> )	As needed
PSBN Site Equipment Inspections	As needed
Cluster Tuning and Testing Review	On Plan to Finish
PSBN Coverage Testing Review	Terminated
PSBN Training Attendance	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	Med	NTP for core spare equipment	Requires NTP for remaining units
Excess Batteries	LA-RICS	Low	Excess Batteries are being stored without charging – Warranty may no longer be valid, and batteries are subject to discharge damage	Authority is preparing an RFQ

### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
21-02	10 COW Sites have delayed Power and Backhaul	Authority is working with SCE to bring power and fiber to the COWs. SCE to provide schedule to complete power & fiber backhaul to each site.
23-02	Bypass Procedure for ATS Maintenance	MSI demonstrated a by-pass procedure. Authority is reviewing the results.
24-01	Final Site Documentation	MSI construction subcontractors have been very slow in delivering final site documentation which may impact delivery delay.
24-02	Training Plan	New training plan request has substantially more students than originally contemplated. Authority is reviewing against contract to determine if an RFQ is required.

### 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
Sub-meters for 5 House Power Sites	Under Review by MSI and Authority	TBD
ATS By-Pass Procedure	Under Review by MSI and Authority	TBD
LASDCVS Shed Construction	Under Review by MSI and Authority	TBD
Testing Cancellation for Convenience	MSI delivered report on work complete prior to suspension and termination. Authority is reviewing	TBD



Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
	to determine sufficiency.	

## 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.

<b>PSBN Invoice Payment Category</b>	<b>Invoice Payment Totals</b>
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 102,456,877
Cumulative Invoice Payments from Last Report	(\$ 60,997,965)
Total Invoice Payments This Period	(\$ 2,214,711)
Remaining Amount to be Paid	\$ 39,244,201

## 7. LA-RICS PSBN Project Schedule

Final Documentation, Testing, Punchlist Resolution, and Training are scheduled to be completed by end of July 2016 all in accordance with Amendment #15 issued in December 2015. This Monthly Report is being submitted with a copy of the schedule update corresponding to the Data Date for the reporting period.

This page intentionally left blank  
See attached PSBN Summary Schedule (PDF file)



## **Monthly Report #32**

**Reporting Period: 03/21/16 thru 04/15/16**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

## Table of Contents

1. Executive Summary .....	3
2. Project Status .....	4
2.1 Tasks In Progress or Completed .....	5
2.2 Tasks Planned for Next Period (04/18/16 thru 05/13/16) .....	5
2.3 Authority Look-Ahead Tasks (120-Day) .....	6
3. Project Risk Register .....	6
4. Areas of Concern .....	7
5. Disputes and Claims .....	8
6. Financial Status .....	8
7. LA-RICS Master Schedule .....	8

## 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 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed "Early Equipment", "Specified Equipment and System on Wheels", and "Station B Equipment", "Frequency Licensing", "UPS System", and "Portable Radios, Consolettes and Consoles", "Portable Radio Equipment", alternate sites "Project Descriptions", "Frequency Licensing for the Base System", "Bridge Warrant for Early", "Retuning of SOW & Station B UHF Frequencies", "Project descriptions for Nine Potential Replacement Sites" and "LMR System Redesign and Relocation of Core 2".

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 report covers the period from 03/21/16 through 04/15/16**

This month's report for the LA-RICS LMR program covers the reporting period from **03/21/16** through **04/15/16**. On 3/29/16 the LA-RICS Board of Directors approved Amendment 17 to authorize the following; remove 34 sites and add 19 new sites to the contract, re-baselining and re-distribution of project management overhead, and exercise Unilateral Options for Work pertaining to Phases 1 through 4. A fully executed Amendment is expected by the next reporting period.

During this reporting period associated Phase 1 tasks were performed to include A&E activities, Frequency Coordination (continues after final site confirmation), system redesign, Site Access Agreements, and Environmental Reviews which are currently in progress. A&E activities included site walks, site sketch development, site surveys, development of the 50% construction drawings (zoning documents), and 75% pre-permit construction drawings (pre-permit documents). System Redesign efforts continued this period that included a review of the initial coverage design based on the sites contemplated in the program.

The Board of Directors ratified the Environmental Impact Report (EIR) on 3/29/16. The final design will then be ratified via contract amendments to reflect changes.

The primary Phase 1 activities for this period include:

#### LMR System Redesign

LMR system redesign efforts continued this period to address the changes in sites listed in Amendment 17 and subsequent Amendments. System Redesign activities for this period included frequency identification and planning, determination of site parameters for redesign, and development of subsystem architecture changes based on the system redesign. Review of the initial coverage redesign based on sites and agreed to site parameters continued this period. Continued site refinement and site parameters will drive the next coverage design efforts.






### Site Design Activities

Site design activities for this period included site evaluation walks, site sketch development and submittals, site survey walks, project descriptions development and submittals for additional sites, 50% construction drawings (zoning documents) development and submittal and 75% pre-permit construction drawings (pre-permit documents) development and submittal. Additional activities included power load studies, evaluation of as-built drawings and tower mapping for the applicable sites.

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

Authority’s efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system’s core switching network. As of this period four (4) site access agreements and eight (8) right of entrees agreements have been executed as of this period. The Authority has made continued progress with the Member Agencies to finalize Site Access Agreements. This activity is primarily being driven by the Authority’s Outreach Program. 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			FONSI and Notice To Proceed milestones are under review for determination of schedule impact.
Quality			Construction drawings process is slow, corrective actions are being put into place.
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 on the system redesign and final site list.
Budget			Potential impacts to budget based allocation of equipment and potential site configuration changes.

## 2. Project Status

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

## 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
NEPA FONSI	In Process
CEQA Notice of Determination	In Process
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
<b>Project Descriptions</b>	
Develop 9 Additional Project Descriptions (Amendment 15)	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Develop 50% Construction Drawings (Zoning Documents) & Approvals	In Process
Develop 75% Pre-Permit Construction Drawings (Pre-Permit Documents) & Approvals	In-Process

## 2.2 Tasks Planned for Next Period (04/18/16 thru 05/13/16)

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI	On Plan to Finish
CEQA Notice of Determination	Completed
<b>Environmental Review &amp; Documentation (Authority)</b>	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	Completed
Prepare Preliminary Draft EHP/NEPA Form	Completed
Prepare EIR	Completed
Ratify EIR	Completed
Additional Sites for Consideration Environmental Reviews	On Plant to Start
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
<b>Project Descriptions</b>	
Develop 9 Additional Project Descriptions (Amendment 15)	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Develop 50% Construction Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop 75% Pre-Permit Construction Drawings and Approvals	In Process
Develop Permit Construction Drawings and Approvals	On Plan to Start



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

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
NEPA FONSI / CEQA Notice of Determination	On Plan to Finish
<b>Environmental Review &amp; Documentation (Authority)</b>	
CEQA Exemption Applicability & Eligibility Screening & Assessment	Completed
Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination	Completed
Lead Agency CEQA Determination	Completed
Consult Federal Agency and Prepare Draft NEPA Document	Completed
Prepare NEPA Document	Completed
Submit Final EHP & NEPA Document	Completed
Federal Lead Agency NEPA Determination	On Plan to Finish
Additional Sites for Consideration Environmental Reviews	On Plan to Start
<b>LMR System Redesign</b>	
Complete 9 Additional Project Descriptions Review (Amendment 15)	On Plan to Finish
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
<b>Site Design</b>	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve 50% Construction Drawings (Zoning Documents)	On Going
Review and Approve 75% Pre-Permit Construction Drawings (Pre-Permit Documents)	On Going
Review and Approve Building Permit Packages	On Going
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Plan to Start
Pre- Construction Packages Review & Approval	On Plan to Start
Site Construction Monitoring	On Plan to Start

## 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site 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 project at planned shared	Active

			and or co-located sites. Changes to system will be addressed in the system redesign efforts.	
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. FONSI required to start work at sites.	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 system 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 approval process are pushing expedited construction into late Q2 2016 or later.
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites may impact the coverage. System redesign efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes and licensing.
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. Primary focus is on the UASI 11 site installations. FONSI required to start any work at sites.

## 5. Disputes and Claims

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

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

## 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 41,784,492
Cumulative Invoice Payments from Last Report	\$ 36,382,770
Total Invoice Payments This Period	\$ 0
Remaining Amount to be Paid	\$ 5,401,722

## 7. LA-RICS Master Schedule

The project schedule for this report remains unchanged. Upon completion of a revised site list for the system 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.

The Phase 1 section of the LMR project schedule is currently being developed to reflect the latest site design layout changes and site activities. An exported file (XER) of the Phase 1 schedule is provided on a monthly basis to the Authority.

(Intentionally Blank Page)



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

May 5, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff  
Interim Executive Director

**OUTREACH UPDATE**

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

Stakeholder outreach continues to involve planning and initiation of stakeholder meetings, and the continued development and distribution for the bi-monthly ongoing communications newsletter.

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

Municipality	Meeting Date
<i>City of Pasadena</i>	March 8, 2016
<i>City of Glendale</i>	April 5, 2016

The Outreach Team prepared and participated in a meeting with the Cities of Pasadena and Glendale representatives for discussions on outreach as well as proposed installations for the Mirador and Verdugo Peak sites.

An Outreach presentation was conducted to the Rowland Heights Coordinating Council regarding the Puente Hills site on April 11, 2016. They were approximately 100

**AGENDA ITEM D**



residents in attendance and they were supportive of the proposed installation at Puente Hills.

The purpose of the stakeholder outreach meetings is to provide an update on LA-RICS, re-introduce LMR, and provide updates on CEQA & NEPA, site access agreements, 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 will work to match a representative from LA-RICS with each of the personnel from the jurisdictions.

The outreach team also revised the stakeholder outreach PowerPoint presentation and customized it for each of the aforementioned meetings.

Tasks in support of continued development and distribution of ongoing communications involved website support for posting the LMR Final Environmental Impact Report (FEIR), Final Programmatic Environmental Assessment (PEA) and Finding of No Significant Impact (FONSI) to the LA-RICS website, continued planning and scheduling of stakeholder meetings, and distribution of the March edition of the bi-monthly ongoing communications newsletter; the LA-RICS Dispatch. The outreach team analyzed 7 LA County sites to determine the best approach for outreach. The team will be conducting outreach for these sites in May, 2016. Ongoing activities include weekly outreach status meetings, site access agreement meetings, design meetings, and other related activities in support of executing stakeholder outreach.

The outreach team wrote, edited and distributed the March edition of the LA-RICS Dispatch. The Dispatch contained 4 stories, which included:

- LA-RICS JPA Appoints Interim Executive Director
- LA-RICS Announces Two New Board Members
- New Emergency Communications System Aces its First Test: the 2016 Rose Parade
- LA-RICS Completes a Series of Public Review Meetings

The outreach team developed a strategy and identified a list of potential topics for upcoming editions of the LA-RICS Dispatch, which is LA-RICS' official newsletter. The outreach team will be using guidelines from this document to develop future editions of the Dispatch.

Lastly, the outreach team inventoried the LA-RICS homepage for outdated information and graphics, and began preparing for a content overhaul.

JR:WST:pl



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

May 5, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff  
Interim Executive Director

A handwritten signature in blue ink that reads "John E. Radeleff".

**PROJECT DEMONSTRATION**

The purpose of this discussion item is to provide a demonstration of video, maps, GPS data and two-way voice traffic transmission between the Los Angeles County Sheriff's Department and Los Angeles County Fire Department utilizing the new Public Safety Broadband Network (PSBN) and the Land Mobile Radio (LMR) systems.

JR:WST:pl

**AGENDA ITEM E**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

May 5, 2016

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

Dear Directors:

### **APPROVE HOLD HARMLESS AGREEMENT FOR USE BETWEEN THE AUTHORITY AND LA-RICS' MEMBER AGENCIES, SUBSCRIBERS, AND AFFILIATES**

#### **SUBJECT**

Board approval is requested to authorize the Interim Executive Director to execute Hold Harmless Agreements between the Authority and its member agencies, subscribers, and affiliates (collectively, "User(s)"), to allow the Authority to program, diagnose, troubleshoot, and/or repair Authority provided loaned radios (on behalf of the User) as well as on User's public safety radio(s) and/or radio accessories (Service) on a gratis basis. The Hold Harmless Agreement ensures that Users understand that since the Services are being provided on a gratis basis, the Authority's extent of liability is limited.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve the Hold Harmless Agreement for use by the Authority , in a substantially similar form to the enclosed.
2. Delegate authority to the Interim Executive Director, or his equivalent, to execute Hold Harmless Agreements with Users who may be interested in such Services with the Authority.

**AGENDA ITEM F**



3. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the Hold Harmless Agreements, provided they are approved as to form by counsel to the Authority.

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

The purpose of the recommended actions will authorize the Authority to enter into Hold Harmless Agreements with Users to allow the Authority to perform Services on Authority provided loaned radios (on behalf of the User) as well as on the Users' public safety radios and accessories consisting of portable radios, mobile radios, base station radios, as may be needed. At this juncture, the Agreement will be used for the Authority's member agencies. It is anticipated that in the future, should there be Subscribers and Affiliates to the LMR and LTE Systems, the same Agreement can be used as well to cover the contemplated Services.

In previous actions, your Board authorized the purchase of a total of 1,054 mobile and portable radios for use by its member agencies, on a gratis basis, for daily operations and use on the Land Mobile Radio (LMR) Early Deployment System to establish proof of concept and provide a training bed for member agency users on the LMR System.

During the process of distributing radios, it became apparent that certain member agencies were not able to utilize the radios due to costs associated with the programming of channels on the radios. While the Authority was able to provide the radios to its member agencies on a gratis basis, the costs of programming on occasion prohibited member agencies from accepting the radios.

In an effort to assist its member agencies, the Authority would like to provide the Services to its member agencies on a gratis basis to continue the distribution of radios as well as introduce member agency users to the LMR Early Deployment System. The Services will be performed primarily on Authority provided radios on behalf of its Users, however, the Authority will also extend such Services to User radios owned by the User.

With respect to User's radios, the radios may already be programmed for use on the User's existing channels; however, if the User desires and the Authority accepts to perform such Services, the radios would be programmed for use on the Authority's Land Mobile Radio (LMR) and/or Long Term Evolution (LTE) Systems. Should the User elect to program its radios for use on the LMR System, the User will have access to channels on the LMR Early Deployment System which will maintain certain communication limitations until the LMR System achieves Final System Acceptance such as limited radio coverage, no emergency dispatch, no dispatchers monitoring channels and the Early Deployment System may be taken down from time to time with little advance notice by the Authority for the advancement of the overall LMR System.

The Hold Harmless Agreement ensures that Users understand the Authority's hold harmless requirements and limited liability in performing such Services as well as the limitations to the LMR Early Deployment System, should they elect to use it.

**FISCAL IMPACT/FINANCING**

Currently, there is no fiscal impact as the Authority would be performing Service on a gratis basis. However, in the future, if the Authority decides to charge Users for Services, the costs would be borne of each respective User. Staff will return to the Board to discuss any such costs.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**AGREEMENTS/CONTRACTING PROCESS**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Interim Executive Director will have authority to execute and amend, if necessary, Hold Harmless Agreements, substantially similar in form to the enclosed.

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JR:MS:mbc

M:\MEMORANDA OF UNDERSTANDING\SERVICES\Equipment Programming\Board Letter for Hold Harmless Agmt\_04 25 16v1.docx

Enclosure

c: Counsel to the Authority

**HOLD HARMLESS AGREEMENT**

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2016, between \_\_\_\_\_ (hereinafter referred to as "User") and the Los Angeles Regional Interoperable Communications System Authority (hereinafter referred to as "LA-RICS" or the "Authority").

**RECITALS**

WHEREAS, the User is a Member Agency, Subscriber, or Affiliate of LA-RICS; and

WHEREAS, the User is requesting the Authority and it's staff who are on loan from the County of Los Angeles (County) to program, diagnose, troubleshoot, and/or repair the User's own or loaned public safety radio(s) and/or radio accessories; and

WHEREAS, the Authority and/or the County is willing to perform the Service requested by the User; and

WHEREAS, in exchange for valuable consideration, the User shall hold harmless the Authority and its Member Agencies, including the County, from any claims and/or litigation arising out of the Authority's performance of Services rendered; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, User and Authority hereby agree as follows:

**1. INCORPORATION OF RECITALS**

The Recitals contained herein are contractual in nature and are not merely recitals, and are incorporated as terms of this Agreement.

**2. SCOPE OF WORK**

2.1 During the term of this Agreement, User may deliver User Equipment on loan to User as covered by a separately executed *Memorandum of Understanding for Use of LA-RICS User Equipment*, or User may deliver to Authority it's public safety radios and accessories consisting of portable radios, mobile radios, base station radios, and LTE devices (collectively "User Radio(s)"), for programming, diagnosis, troubleshooting, and/or repair ("Service"). Such User Radios must be for use on the Authority's Land Mobile Radio (LMR) and/or Long Term Evolution (LTE) Systems.

2.2 The Authority has the right, in its sole discretion, to determine what User Radio(s) will be accepted for Service, which may include programming, troubleshooting, and/or repair by the Authority.

### 3. **CONDITION(S) OF USE**

- 3.1 Exhibit A (Radio Equipment List) shall identify all the User Radio(s) and/or Radio Accessories that the User and Authority agree to have the Authority perform Service on.
- 3.2 In any case where a User discovers that it's User Radio is not working properly after being serviced by the Authority and/or the County; such User Radio shall be immediately removed from service and tagged for repair.
- 3.3 If the User finds its User Radio is not functioning properly after being serviced by the Authority and/or the County, the User can return the User Radio to the Authority and/or the County for additional diagnosis and, if necessary, supplementary repair and programming.
- 3.4 In the event that the User elects to utilize the Authority's Land Mobile Radio (LMR) Early Deployment System, except as otherwise provided herein, the User will be provided twenty-four (24) hour a day access to use the LMR Early Deployment System in an encrypted mode with a minimum of two talk groups. The User Radios (portable radios) will be pre-programmed by the Authority for use on the LMR Early Deployment System, which will include the User's current radio channels as well as the LMR Early Deployment System channels. Additional LMR Early Deployment System talk groups may be available upon written request to the Authority. User understands and acknowledges that the LMR Early Deployment System is part of a larger LA-RICS LMR System that is currently in the design and implementation phases. For this reason, the LMR Early Deployment System may be taken down at any time with little advance notice. In the event the LMR Early Deployment System must be taken down for any reason, the Authority will attempt to notify User of such shut down as soon as possible. Upon Final System Acceptance of the LA-RICS LMR System, the LMR Early Deployment System will be merged with the LA-RICS' LMR System. When that time approaches, the portable radios issued may require re-programming in order to continue to be operable on the LA-RICS LMR System.
- 3.5 User enters into this MOU with the understanding and acknowledgement that the Authority's LMR Early Deployment System may not have the same radio coverage as User's existing regularly assigned radio channels. User agrees that it will inform all of its users on the LMR Early Deployment System of this and will adjust its operations accordingly to account for this.
- 3.6 User enters into this MOU with the understanding and acknowledgement that the emergency trigger on the User Radios used on the LMR Early Deployment System may be programmed to function on the User's

existing radio system. User understands and agrees that in the event that its users operating on the LMR Early Deployment System need to call for emergency assistance, they shall immediately switch channels to the User's emergency dispatch channel and state their emergency. User acknowledges that it understands that there are no dispatchers monitoring any of the LMR Early Deployment System radio channels at this time.

3.7 User enters into this MOU with the understanding and acknowledgement that the User Radios used on the LMR Early Deployment System must be checked by its users to ensure that their normally assigned dispatch channels and emergency channels are working properly prior to use. User understands and agrees that its users of the LMR Early Deployment System shall familiarize themselves with the use of the User Radios, including the ability to switch to emergency or dispatch channels. User also understands and acknowledges that no radio conversations conducted on the LMR Early Deployment System will be recorded.

**4. CONSIDERATION**

This Agreement is granted on a gratis basis in furtherance of public safety goals. Consideration for this Agreement is a parties' full and faithful compliance with the mutual promises, covenants, terms, and conditions set forth herein. In the future, should the Authority require payment for such Services, this Agreement will be amended accordingly.

**5. AUTHORITY EQUIPMENT ADMINISTRATOR**

5.1 Authority Equipment Administrator:

Los Angeles County Sheriff's Department  
LA-RICS Project Team  
Sergeant/Deputy \_\_\_\_\_  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
Email:  
Phone:

5.2 Authority Equipment Administrator Designee:

Los Angeles County Sheriff's Department  
LA-RICS Project Team  
Sergeant/Deputy \_\_\_\_\_  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
Email:  
Phone:

5.3 User Equipment Administrator:

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number

5.4 User Equipment Administrator Designee:

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number

**6. INDEMNITY AND HOLD HARMLESS**

User shall indemnify, defend, and hold harmless the Authority, its Member Agencies including the County, and their elected and appointed officers, member departments, agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, lawsuits, actions, loss, damage and/or injury fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with this Agreement or the performance of Service for any User Radios covered by this Agreement. User further assumes all risks, both known or unknown to User, arising from or connected with this Agreement, from use of the LMR Early Deployment System, from use of User Radios, or from the performance of Services for any User Radios covered by this Agreement, and agrees to hold harmless the Authority, its Member Agencies, including the County, and their elected and appointed officers, member departments, agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, lawsuits, actions, loss, damage and/or injury fees, costs, and expenses (including attorney and expert witness fees).

**7. INDEPENDENT STATUS**

This Agreement is by and between User and 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 User and Authority.

**8. ASSIGNMENT**

This Agreement is personal to Authority and the User, and, in the event the User or Authority shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

## **9. DEFAULT**

Parties agree that if either party defaults on any of the terms or conditions herein contained, the non-defaulting party may forthwith revoke and terminate this Agreement.

## **10. WAIVER**

10.1 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.

10.2 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.

## **11. 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.

## **12. GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **13. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

#### **14. AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of the Authority and User.

#### **15. FACSIMILE REPRESENTATIONS**

The User and the Authority hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement and/or amendments to the Agreement, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Agreements and/or any amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

#### **16. ENTIRE AGREEMENT**

This Agreement, Exhibit A, and any executed Amendments, between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the User and the Authority.

(Signature Page – following page)



**HOLD HARMLESS AGREEMENT**

**IN WITNESS WHEREOF**, Authority has executed this Agreement or caused it to be duly executed, and User, by Order of its authorizing body, has caused this Agreement to be executed on its behalf by its duly authorized representatives, on the dates written below.

**(USER AGENCY)**

\_\_\_\_\_  
(Authorized Official)

\_\_\_\_\_  
Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

\_\_\_\_\_  
Interim Executive Director, John Radeleff

\_\_\_\_\_  
Date

**RADIO EQUIPMENT LIST**

<b>Type of Equipment</b> (Ex: Radio, Battery, Battery Charger, etc)	<b>Serial Number</b>	<b>Issue(s)</b> (Ex: Diagnose problem, Repair, Program)	<b>Comments</b>



## REQUEST FOR EQUIPMENT SERVICE FORM

This form will need to be completed by both the User prior to the Authority/County providing service on the User's Radios.

Date:	
User's Agency/Company Name:	
User's Agency/Company Contact Person (POC):	
User's POC Phone Number:	User's POC Email Address:
User's Agency/Company Backup POC:	
User's Backup POC Phone Number:	User's Backup POC Email Address:
Description of User's Equipment to be serviced by the Authority and/or County (model/type, quantity, identifying serial/asset numbers, problem with Radio(s), Condition of Radio prior to Service, etc):	
User's Desired Equipment Pick Up Date:                      Time:	
Who will pick User's Equipment up from Authority/County:	
<b>FOR LA-RICS USE ONLY</b>	
Work Order (W/O) Number:	
W/O Created By:	Date:
Scheduled Date and Time of Equipment Pick Up:	
Comments:	



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

May 5, 2016

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

Dear Directors:

**APPROVE AMENDMENT NO. 19 TO AGREEMENT NO. LA-RICS 007 FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –  
LAND MOBILE RADIO SYSTEM**

**SUBJECT**

Board approval is requested to execute an Amendment to Agreement No. LA-RICS 007 to (1) reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation); (2) reconcile equipment necessary for certain LMR System Sites as a result of redesign; (3) increase the Maximum Contract Sum by \$4,544. Amendment No. 19 will be substantially similar in form to the enclosed.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve Amendment No. 19 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
  - a. Make changes necessary to reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for a cost reduction in the amount of

**AGENDA ITEM G**

\$1,192,712, which includes a corresponding reduction in the amount of \$20,322 for project management overhead costs for this site.

- b. Reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256.
2. Authorize an increase in the Maximum Contract Sum by \$4,544 (\$1,197,256 - \$1,192,712) when taking the above cost increases and decreases into consideration) from \$284,872,479 to \$284,877,023.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 19.
4. Delegate authority to the Interim Executive Director to execute Amendment No. 19, in substantially similar form, to the enclosed Amendment (Enclosure).

### **BACKGROUND**

Ongoing design work has resulted in the need to reconcile equipment necessary for certain LMR System Sites.

Further, on March 24, 2016, your Board approved the re-baselining of the Agreement to address project management overhead expenses, attributable to each phase of work that contemplated project management fees to more accurately reflect the current project scope and to establish a formula to address project management overhead expenses of any subsequent addition or removal of sites. However, due to the complexity of Phase 3 project management calculations it was not addressed in the re-baseline. The Authority informed your Board that the reconciliation for Phase 3 would be presented at the next regular Board meeting. Unfortunately, due to the complexity the Authority and Motorola are still in the process of establishing a methodology to address the Phase 3 project management costs. As soon as the methodology for Phase 3 is established and agreed to by both parties, the Authority will present it to your Board.

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

The purpose of the recommended actions is to make changes necessary to (a) reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation); and (b) reconcile equipment necessary for certain LMR System Sites as a result of redesign, increasing the Maximum Contract Sum by \$4,544.



As a result of recent membership opt outs and redesign efforts to date, it is necessary to remove one (1) LMR System Sites from further consideration from Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation).

Further, since the redesign efforts have commenced, it has become necessary to reconcile certain equipment such as bay stations, equipment racks and other auxiliary communications equipment to align with the design as currently contemplated.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 19 will increase the Maximum Contract Sum by \$4,544 to \$284,877,023, when taking the cost increases and decreases into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) and/or the State Homeland Security Grant Program (SHSGP) grants.

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

The Authority's counsel has reviewed the recommended action.

### **CONCLUSION**

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

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JR:JA:pl

M:\MOTOROLA (LA-RICS 007)\2. Amendments\Amendment 19 (Draft)\LMR Amendment 19 Board Letter\_04-29-16.docx

Enclosure

c: Counsel to the Authority

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

**Recitals**

This Amendment Number Nineteen (together with all exhibits, attachments, and schedules hereto, "Amendment No. 19") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of May \_\_\_\_\_, 2016, based on the following recitals:

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

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

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

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

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

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

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police

Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum from \$282,829,472 to \$282,897,618.

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

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

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

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

The Agreement has been previously amended by Amendment No. Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158



in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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

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

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

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

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

of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 ( $\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374$  when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

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

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

respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.

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

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

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

This Amendment No. 19 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. 19, 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. 19 refer to sections of the Base Document, as amended by this Amendment No. 19.

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 Eighty Four Million, Eight Hundred Seventy-Seven Thousand, Twenty-Three Dollars (\$284,877,023), 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 Seventy-Two Million, One Hundred Twenty-Nine Thousand, Three Hundred Ninety-One Dollars (\$272,129,391). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

3. Removal of One (1) LMR System Site. The parties agree and acknowledge that the one (1) LMR System Site, listed below, will no longer be considered for inclusion in the LMR System and will be removed from Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, no further Work will occur at these sites and these sites are removed from the relevant portions of Exhibit C (Schedule of Payments).

REMOVAL OF LMR SYSTEM SITE – AMENDMENT NO. 19		
Item No.	Site ID	Site Description
3.1	PSH	Pomona 1620 Hillcrest

4. Amendments to Agreement Exhibits.

4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 19, which is incorporated by this reference.

4.2 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. 19, which is incorporated by this reference.
- 4.3 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 19, which is incorporated by this reference.
  - 4.4 Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 19, which is incorporated by this reference.
  - 4.5 Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 19, which is incorporated by this reference.
5. This Amendment No. 19 shall become effective as of the date identified in the recitals, which is the date upon which:
- 5.1 An authorized agent of Contractor has executed this Amendment No. 19;
  - 5.2 Los Angeles County Counsel has approved this Amendment No. 19 as to form;
  - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 19; and
  - 5.4 The Executive Director of the Authority has executed this Amendment No. 19.
6. Except as expressly provided in this Amendment No. 19, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 19 on behalf of Contractor represent and warrant that the person executing this Amendment No. 19 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 19, and that all requirements of Contractor to provide such actual authority have been fulfilled.

8. This Amendment No. 19 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 NINETEEN  
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. 19 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: \_\_\_\_\_

John Radeleff  
Interim 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

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 <sup>(Note 1)</sup>	\$ -	\$ 9,517	\$ 43,519,118	\$ 3,128,380	\$ 40,313,339
Phase 2	\$ -	\$ 337,720	\$ 37,569,619	\$ 3,647,572	\$ 33,922,047
Phase 3	\$ -	\$ 212,620	\$ 45,084,912	\$ 4,334,170	\$ 40,750,742
Phase 4	\$ -	\$ -	\$ 27,894,084	\$ 2,557,328	\$ 23,643,172
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 256,333</b>	<b>\$ 154,067,733</b>	<b>\$ 13,667,449</b>	<b>\$ 138,629,300</b>
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 256,333</b>	<b>\$ 154,067,733</b>	<b>\$ 13,667,449</b>	<b>\$ 194,527,818</b>
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 19,109,375	\$ -	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ -	\$ 130,400	\$ 1,173,600
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 256,333</b>	<b>\$ 154,067,733</b>	<b>\$ 21,132,893</b>	<b>\$ 261,716,812</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$154,067,733</b>				
<b>MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$284,877,023</b>				
<p>Note 1: The cost for the Project Descriptions for the Bounded Area Coverage <u>only</u> are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173,110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).</p>					
<p>Note 2: Credits for Phases 1 through 4 were realized for the removal of 1 LMR System Site in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.</p>					



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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	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	-	-	\$ 446,491	\$ -	\$ 446,491
B.1.14.3.3.29.2		20% ACVRS Design – Analog Conventional Voice Radio	-	-	\$ 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 (Note 1)	-	-	\$ 757,702	\$ 75,770	\$ 681,932
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
Base.22.2.1		Total Lease Costs for Phase 1 – System Design	-	-	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	-	-	\$ 527,500	\$ -	\$ 527,500
<b>LMR SYSTEM SITES</b>							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site (Note 2)	-	-	\$ -	\$ -	\$ -
B.1.14.5	BAH	Baldwin Hills	-	-	\$ (3)	\$ (0)	\$ (3)
B.1.14.5	BJM	Black Jack Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BMT	Bald Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BRK	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.5	BUR	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.5	CCB	Compton Court Building	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.5	CLM	Claremont	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CPK	Castro Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPK	Dakin Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.5	ENC1	Encinal 1 (Fire Camp)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GRM	Green Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	HPK	Hauser Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	JPK	Johnstone Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF072	FS 72	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF119	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF149	FS 149	-	-	\$ -	\$ -	\$ -

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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF196	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFCP09	CP-9	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFDEL	Del Valle Training	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAH	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.5	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	MDI	Mount Disappointment	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLE	Mount Lee	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLM	Mira Loma Facility	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MMC	Mount McDill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.5	MVS	Monte Vista (Star Center)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	OAT	Oat Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ONK	Oat Mountain Nike	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PHN	Puente Hills	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PRG	Portal Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.5	RDNBPD	Redondo Beach PD	\$ 7,138	-	\$ -	\$ -	\$ -
B.1.14.5	RHT	Rolling Hills Transmit	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RIH	Rio Hondo	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.5	SDW	San Dimas	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SGH	Signal Hill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.5	SPN	Saddle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SUN	Sunset Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.5	TOP	Topanga Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TPK	Tejon Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TWR	Tower Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.5	WMP	Whittaker Middle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WS1	100 Wilshire	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WTR	Whittaker Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.5	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.5	FCCF	L.A. County Fire Command	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
B.1.14.6		Permit Approval by Site (Note 2)	-	-	\$ -	\$ -	\$ -
B.1.14.6	BAH	Baldwin Hills	-	-	\$ -	\$ -	\$ -
B.1.14.6	BIM	Black Jack Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BMT	Bald Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BUR	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.6	BRK	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.6	CCB	Compton Court Building	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.6	CLM	Claremont	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CPK	Castro Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPK	Dakin Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.6	ENCI	Encinal 1 (Fire Camp)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GRM	Green Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	HPK	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	JPK	Johnstone Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF072	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF0119	FS 119	-	-	\$ -	\$ -	\$ -

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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF149	FS 149	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF169	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFCP09	CP-9	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFDEL	Del Valle Training	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAHE	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.6	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	MDI	Mount Disappointment	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLE	Mount Lee	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLM	Mira Loma Facility	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MMC	Mount McDill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MFL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTF	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6	MVS	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	OAT	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ONK	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PHN	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PRG	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.6	RDNBPD	Redondo Beach PD	-	\$ 2,379	\$ -	\$ -	\$ -
B.1.14.6	RHT	Rolling Hills Transmit	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RIH	Rio Hondo	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.6	SDW	San Dimas	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SGH	Signal Hill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.6	SPN	Saddle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SUN	Sunset Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.6	TOP	Topanga Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TPK	Tejon Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TWR	Tower Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.6	WMP	Whittaker Middle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WS1	100 Wilshire	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WTR	Whittaker Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.6	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.6	FCCF	L.A. County Fire Command	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
<b>Subtotal for Phase 1:</b>			<b>\$ -</b>	<b>\$ 9,517</b>	<b>\$ 9,763,005</b>	<b>\$ 920,573</b>	<b>\$ 8,842,432</b>
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>							
B.1.14.5	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	APC	Airport Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BHCCPRK	Beverly Hills Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.5	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.5	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.5	OLI	Olinda			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	<b>Permit Approval by Site</b>						
B.1.14.6	APC	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BCHCPRK	Beverly Hills Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.6	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.6	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.6	OLI	Olinda			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 10)</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,034</b>	<b>\$ 1,903</b>	<b>\$ 17,131</b>
<b>ADDITIONAL SITES (AMENDMENT NO. 16)</b>							
B.1.14.5	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	AGH	Agoura Hills			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CCT	Criminal Court (Foltz)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CRN	Cerro Negro			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	FRP	Frost Peak (Upper Blue Ridge)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GMT	Grass Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	H17A	H-17 Helipad			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 7,138	\$ 714	\$ 6,424

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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	LPC	Loop Canyon			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LEPS	Lower Encinal Pump Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MIR	Mirador			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MML	Magic Mountain Link			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL2	Mount Lukens 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PDC	Pacific Design Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PLM	Los Angeles County Palmdale Sheriff Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PMT	Pine Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PWT	Portshead Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPK	Verdugo Peak County			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	AGH	Agoura Hills			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CCT	Criminal Court (Foltz)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CRN	Cerro Negro			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	FRP	Frost Peak (Upper Blue Ridge)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GMT	Grass Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	H17A	H-17 Helipad			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LPC	Loop Canyon			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LEPS	Lower Encinal Pump Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MIR	Mirador			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MML	Magic Mountain Link			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL2	Mount Lukens 2			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PDC	Pacific Design Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PLM	Los Angeles County Palmdale Sheriff Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PMT	Pine Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PWT	Portshead Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPK	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 16)</b>			\$ -	\$ -	\$ 161,789	\$ 16,179	\$ 145,610
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	BUR1	Burnt Peak 1			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LARICSHQ	LA-RICS Headquarters			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	BUR1	Burnt Peak 1			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LARICSHQ	LA-RICS Headquarters			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 17)</b>			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
<b>ADDITIONAL SITES (AMENDMENT NO. 18)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	BHS	Baldwin Hills County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BKK	BKK Landfill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPW38	Los Angeles County DPW Water Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	POM	Pomona Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPV001A	Rancho Palos Verdes ECC			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SMMC	Santa Monica/UCLA Medical Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	UCLA	UCLA (Factor Building)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WWY	Winding Way			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	BHS	Baldwin Hills County			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BKK	BKK Landfill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPW38	Los Angeles County DPW Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	POM	Pomona Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPV001A	Rancho Palos Verdes ECC			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SMMC	Santa Monica/UCLA Medical Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UCLA	UCLA (Factor Building)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WWY	Winding Way			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 18)</b>			\$ -	\$ -	\$ 76,136	\$ 7,614	\$ 68,522
<b>CORE 1 AND REPEATER SITES (AMENDMENT NO. 3)</b>							
B.1.14.6		Core 1 Hardware and Software	-	-	\$ 11,645,162	\$ 1,164,516	\$ 10,480,646
		Core T1 Interface Equipment	-	-	\$ 49,878	\$ 4,988	\$ 44,890
		NMS AC Power	-	-	\$ 1,308	\$ 131	\$ 1,177
		FCC License Application Preparation	-	-	\$ 7,500	\$ 750	\$ 6,750
		Remote Site AC Power	-	-	\$ 7,848	\$ 785	\$ 7,063
B.3.2 to B.3.6		Five DTVRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$ 114,476	\$ 1,030,282
B.3.2 to B.3.6		Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites	-	-	\$ 404,440	\$ 40,444	\$ 363,996
B.3.2 to B.3.6		Three MCC 7500 Consoles for DTVRS	-	-	\$ 197,074	\$ 19,707	\$ 177,367
C.14		Portable Radio Upgrade Kits (2009 UASI Funds)	-	-	\$ 65,800	\$ 6,580	\$ 59,220
C.14		Portable Radio Upgrade Kits (2010 UASI Funds)	-	-	\$ 296,100	\$ 29,610	\$ 266,490
B.4.2.3		Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites	-	-	\$ 463,818	\$ 46,382	\$ 417,436
Base.22.3.2		Performance Bond for Core 1 and Repeater Sites	-	-	\$ 89,801	\$ -	\$ 89,801

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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>Subtotal for Core 1 and Repeater Sites:</b>			\$ -	\$ -	\$ 14,373,487	\$ 1,428,369	\$ 12,945,118
<b>CORE 2 (AMENDMENT NO. 3)</b>							
B.3.2 to B.3.6		Core 2 Hardware	-	-	\$ 3,650,360	\$ 365,036	\$ 3,285,324
B.4.2.3		Installation, Optimization, Staging and Testing for Core 2	-	-	\$ 301,757	\$ 30,176	\$ 271,581
Base.22.3.2		Performance Bond for Core 2	-	-	\$ 24,663	\$ -	\$ 24,663
<b>LAPDVDC Uninterruptible Power Supply (UPS)</b>							
		Eaton 9130 2000 Rackmount: 120V, 50/60Hz; 2000VA/1800W	-	-	\$ 27,101	\$ 2,710	\$ 24,391
		Eaton 9130 2000/3000 EBM Rack	-	-	\$ 12,152	\$ 1,215	\$ 10,937
		Two-Post Rack Mounting Rail Kit	-	-	\$ 3,052	\$ 305	\$ 2,747
		Racks 7.5 Foot	-	-	\$ 863	\$ 86	\$ 777
		MSI Design and Implementation Services	-	-	\$ 24,978	\$ 2,498	\$ 22,480
<b>Subtotal for Core 2 and LAPDVDC UPS:</b>			\$ -	\$ -	\$ 4,044,926	\$ 402,026	\$ 3,642,900
<b>CORE 2 RELOCATION (AMENDMENT NO. 16)</b>							
		Removal and Relocation of Core 2 from LAPDVDC to PLM	-	-	\$ 499,912	\$ -	\$ 499,912
<b>Subtotal for Core 2 Relocation:</b>			\$ -	\$ -	\$ 499,912	\$ -	\$ 499,912
<b>SYSTEM ON WHEELS (AMENDMENT NO. 3)</b>							
		System on Wheels (SOW)	-	-	\$ -	\$ -	\$ -
		SOW - 95' MAST, 8' X 16' WALK-IN SHELTER	-	-	\$ 468,439	\$ 46,844	\$ 421,595
		DTVRS - ASTRO Site Repeaters (ASR)	-	-	\$ 408,816	\$ 40,882	\$ 367,934
		Core Licenses for 700/UHF ASR Sites	-	-	\$ 127,748	\$ 12,775	\$ 114,973
		Mobile Meshed VSAT Satellite System & Installation	-	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	-	-	\$ 81,116	\$ 8,112	\$ 73,004
Base.22.3.2		Performance Bond for SOW	-	-	\$ 6,345	\$ -	\$ 6,345
<b>Subtotal for System on Wheels:</b>			\$ -	\$ -	\$ 1,218,697	\$ 121,235	\$ 1,097,462
<b>STATION B EQUIPMENT (AMENDMENT NO. 4)</b>							
		DTVRS - ASTRO Site Repeaters (ASR):	\$ -	\$ -	\$ 585,803	\$ 58,580	\$ 527,223
		700 MHz ASR - 6 Channel (Phase 1/Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -
		UHF ASR - 11 Channel (Phase 1/Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -
		Core License Upgrades for ASR Sites	\$ -	\$ -	\$ 149,548	\$ 14,955	\$ 134,593
		MOTOBRIDGE GX Communication Gateway	\$ -	\$ -	\$ 174,329	\$ 17,433	\$ 156,896
		Point-To-Point 4.9 GHz Backhaul	\$ -	\$ -	\$ 26,748	\$ 2,675	\$ 24,073
		Mobile Meshed VSAT Satellite System & Installation	\$ -	\$ -	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	\$ -	\$ -	\$ 99,820	\$ 9,982	\$ 89,838
Base.22.3.2		Performance Bond for Station B Equipment	\$ -	\$ -	\$ 6,566	\$ -	\$ 6,566
<b>Subtotal for Station B Equipment:</b>			\$ -	\$ -	\$ 1,169,047	\$ 116,248	\$ 1,052,799
<b>PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1 (AMENDMENT NO. 2)</b>							
B.1.14.1		Detailed Project Description for Bounded Area Coverage at the following Sites: (Note 4)					
		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
<b>Total for Bounded Area Coverage Project Descriptions:</b>			\$ -	\$ -	\$ 173,110	\$ 17,311	\$ 155,799
<b>LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)</b>							
		License Coordination Fees	-	-	\$ 20,240	\$ -	\$ 20,240
<b>Total for License Coordination Fees:</b>			\$ -	\$ -	\$ 20,240	\$ -	\$ 20,240
<b>PORTABLE RADIO EQUIPMENT, CONSOLETTES, &amp; CONSOLES (AMENDMENT NO. 7)</b>							
		APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown	-	-	\$ 4,459,044	\$ -	\$ 4,459,044
		Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE)	-	-	\$ 113,400	\$ -	\$ 113,400
		APX Console/ette/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 APX/7500 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

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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
		Subscriber Maintenance for 10 APX 7500 Consolettes Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$954 per year) (Service from the Start - LITE)	-	-	\$ 2,862	\$ -	\$ 2,862
		MC7500 Console - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 354,313	\$ -	\$ 354,313
		Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 25,493	\$ -	\$ 25,493
<b>Total for Portable Radio Equipment, Consolettes, &amp; Consoles:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,177,051</b>	<b>\$ -</b>	<b>\$ 5,177,051</b>
<b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8)</b>							
		APX 7000XE Portable Radios (400 Dual Band with UHF and 700 MHz Enabled and 54 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 454) and Radio Accessories - Refer to Amendment 8, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 3,571,755	\$ -	\$ 3,571,755
		Subscriber Maintenance for 454 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year) (Service from the Start - LITE)	-	-	\$ 85,806	\$ -	\$ 85,806
		Performance Bond for Portable Radio Equipment	-	-	\$ 13,445	\$ -	\$ 13,445
<b>Total for Portable Radio Equipment:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,671,006</b>	<b>\$ -</b>	<b>\$ 3,671,006</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES (AMENDMENT NO. 9)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Sites as follows:					
		Airport Courthouse (APC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Hills' Coldwater Canyon Park (BHCCPRK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Glen, Alternate Location (BVG-A)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Cerro Negro (CRN)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		LA City Hall East (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Loop Canyon (LPC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Lower Encinal Pump Station (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mirador (MIR)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Point Vicente (PVC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Portthead 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
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 303,524</b>	<b>\$ 30,352</b>	<b>\$ 273,172</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 10)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Agoura Hills (AGH)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,674</b>	<b>\$ 1,167</b>	<b>\$ 10,507</b>
<b>POWER LOAD STUDY COSTS (AMENDMENT NO. 10)</b>							
2.2.16		Power Load Study Cost(s)					
		Airport Courthouse (APC)			\$ 8,425	\$ -	\$ 8,425
		Inglewood Courthouse (ICC)			\$ 8,425	\$ -	\$ 8,425
<b>Total for Power Load Study Costs:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,850</b>	<b>\$ -</b>	<b>\$ 16,850</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 11)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Olinda	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		H-17A	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,348</b>	<b>\$ 2,335</b>	<b>\$ 21,013</b>
<b>FCC LICENSING (AMENDMENT NO. 12)</b>							
B.1.6		FCC Licensing - Frequency Planning	-	-	\$ 284,041	\$ 28,404	\$ 255,637
		Licensing all LMR Subsystem Frequencies at all LMR Subsystem Sites	-	-	\$ 51,348	\$ 5,135	\$ 46,213
		RF Engineering Services	-	-	\$ 73,728	\$ 7,373	\$ 66,355
		Project Management Services for FCC Licensing	-	-	\$ 14,000	\$ 1,400	\$ 12,600



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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>Total for FCC Licensing:</b>			-	-	\$ 423,117	\$ 42,312	\$ 380,805
<b>SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)</b>							
		SOW	-	-	\$ 57,720	\$ -	\$ 57,720
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -
		Satellite Terminal	-	-	\$ -	\$ -	\$ -
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Station B	-	-	\$ 44,853	\$ -	\$ 44,853
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -
		Trailer	-	-	\$ -	\$ -	\$ -
		Satellite Terminal	-	-	\$ -	\$ -	\$ -
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Early Equipment Shipment	-	-	\$ 351,772	\$ -	\$ 351,772
		Core 1 & Repeater Sites	-	-	\$ -	\$ -	\$ -
		Core 2 Equipment	-	-	\$ 189,992	\$ -	\$ 189,992
Base.22.3.2		Performance Bond for Specified Equipment Bridge Warranty	-	-	\$ 3,196	\$ -	\$ 3,196
<b>Total for Specified Equipment Bridge Warranty:</b>			-	-	\$ 647,533	\$ -	\$ 647,533
<b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 12)</b>							
		APX 7000XE Portable Radios (40 Dual Band with UHF and 700 MHz Enabled ) (Total Quantity 40) and Radio Accessories - Refer to Amendment 7, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 333,005	\$ -	\$ 333,005
		Subscriber Maintenance for 40 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$2,520 per year) (Service from the Start - LITE)	-	-	\$ 7,560	\$ -	\$ 7,560
		APX 7500 Console and (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 4) and Remote Control HD/CHIB Replacement - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 36,732	\$ -	\$ 36,732
		APX 7500 Control Station (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 1) - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 7,506	\$ -	\$ 7,506
		Subscriber Maintenance for 4 APX 7500 Consoles and 1 APX 7500 Control Station Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$477 per year) (Service from the Start - LITE)	-	-	\$ 1,431	\$ -	\$ 1,431
<b>Total for Portable Radio Equipment</b>			-	-	\$ 386,234	\$ -	\$ 386,234
<b>LEASE EXHIBIT (AMENDMENT NO. 13)</b>							
		Baldwin Hills			\$ 532	\$ 53	\$ 479
		Black Jack Peak			\$ 532	\$ 53	\$ 479
		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
<b>Total for Lease Exhibit</b>					\$ 14,884	\$ 1,488	\$ 13,396

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

Deliverable/Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>STATION B &amp; SOW REPROGRAMMING (AMENDMENT NO. 14)</b>							
		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
<b>Total for Station B &amp; Sow Reprogramming</b>					<b>\$ 64,256</b>	<b>\$ 6,426</b>	<b>\$ 57,830</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 15)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
B.1.14.1		Baldwin Hills County			\$ 11,674	\$ 1,167	\$ 10,507
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
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 128,414</b>	<b>\$ 12,841</b>	<b>\$ 115,577</b>
<b>SYSTEM REDESIGN (AMENDMENT NO. 16)</b>							
		LMR System Redesign			\$ 1,054,440	\$ -	\$ 1,054,440
<b>Total for System Redesign:</b>					<b>\$ 1,054,440</b>	<b>\$ -</b>	<b>\$ 1,054,440</b>
<b>PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)</b>							
		LACFI34			\$ 11,674	\$ -	\$ 11,674
<b>Total for System Redesign:</b>					<b>\$ 11,674</b>	<b>\$ -</b>	<b>\$ 11,674</b>
<b>PROJECT DESCRIPTION WORK (AMENDMENT NO. 18)</b>							
	RPV001A	Rancho Palos Verdes ECC			\$ 11,674	\$ 1,167	\$ 10,507
	SMMC	Santa Monica/UCLA Medical Center			\$ 11,674	\$ 1,167	\$ 10,507
	UCLA	UCLA (Factor Building)			\$ 11,674	\$ 1,167	\$ 10,507
	WWY	Winding Way			\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Description Work:</b>					<b>\$ 46,696</b>	<b>\$ 4,670</b>	<b>\$ 42,026</b>
<b>Total for Phase 1 - System Design</b>			<b>\$ -</b>	<b>\$ 9,517</b>	<b>\$ 43,519,118</b>	<b>\$ 3,128,380</b>	<b>\$ 40,313,339</b>

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

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

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

Note 4: Pursuant to Amendment No. Two, effective as of October 29, 2013, the Authority exercised the Unilateral Option for all work pertaining to Bounded Area Coverage Project Descriptions for Phase 1. In connection therewith, the Unilateral Option Sum for Bounded Area Coverage Project Descriptions for Phase 1 in the amount of \$173,110 was converted into a Contract Sum. The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

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

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

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

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

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

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.



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

Deliverable/Task / Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8, 9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
---	---------	-------------	--	-----------------------------	--	---------------------	----------------------------------

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

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

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

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

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

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

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

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

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

Note 20: Pursuant to Amendment No. Eighteen, eight (8) LMR System Sites were added and included as part of the LMR System. In connection therewith, Unilateral Option Sums for the eight (8) LMR System Sites were converted into Contract Sums. Also, Project Description Work was performed on four (4) of the eight (8) LMR System Sites added to Amendment No. Eighteen.

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

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1.3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.2.2</b>		<b>Site Construction</b>							
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ -	\$ 1,146,012	\$ 114,601	\$ 1,031,411
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ -	\$ 320,486	\$ 32,049	\$ 288,437
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ -	\$ 438,772	\$ 43,877	\$ 394,894
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ -	\$ 171,831	\$ 17,183	\$ 154,648
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ -	\$ 620,065	\$ 62,006	\$ 558,058
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal1 Fire Camp		\$ -	\$ -	\$ -	\$ 469,641	\$ 46,964	\$ 422,677
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ -	\$ 652,113	\$ 65,211	\$ 586,902
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ -	\$ 608,030	\$ 60,803	\$ 547,227
B.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF074	FS 74		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ 496,514	\$ 49,651	\$ 446,863
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	\$ -	\$ 441,981	\$ 44,198	\$ 397,783
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ -	\$ 381,547	\$ 38,155	\$ 343,392
B.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,048	\$ 594,436
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ -	\$ 499,969	\$ 49,997	\$ 449,972
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ -	\$ 571,250	\$ 57,125	\$ 514,125
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ -	\$ 436,219	\$ 43,622	\$ 392,597
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ -	\$ 385,948	\$ 38,595	\$ 347,354
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ -	\$ 452,961	\$ 45,296	\$ 407,665
B.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ -	\$ 375,048	\$ 37,505	\$ 337,543
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ -	\$ 313,335	\$ 31,333	\$ 282,001
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ -	\$ 549,474	\$ 54,947	\$ 494,526
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ 337,720	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ -	\$ 436,288	\$ 43,629	\$ 392,659
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ -	\$ 305,391	\$ 30,539	\$ 274,852
B.2.2	RPVE004	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ -	\$ 549,474	\$ 54,947	\$ 494,526
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ -	\$ 429,872	\$ 42,987	\$ 386,885
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ -	\$ 478,716	\$ 47,872	\$ 430,845
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ -	\$ 433,020	\$ 43,302	\$ 389,718
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ -	\$ 560,097	\$ 56,010	\$ 504,087
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ -	\$ 540,403	\$ 54,040	\$ 486,363
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ -	\$ 623,539	\$ 62,354	\$ 561,185
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1.3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ -	\$ 278,512	\$ 27,851	\$ 250,661
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ 185,718	\$ 18,572	\$ 167,146
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ -	\$ 262,425	\$ 26,243	\$ 236,183
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ -	\$ 408,177	\$ 40,818	\$ 367,359
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal for Site Construction and Modifications Site Detail</b>				\$ -	\$ -	\$ 337,720	\$ 16,793,682	\$ 1,679,368	\$ 15,114,314
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>									
B.2.2		<b>Site Construction</b>							
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ -	\$ 361,238	\$ 36,124	\$ 325,114
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF136	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ 187,439	\$ 18,744	\$ 168,695
<b>Subtotal for Additional Sites (Amendment No. 10)</b>				\$ -	\$ -	\$ -	\$ 548,677	\$ 54,868	\$ 493,809
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>									
B.2.2		<b>Site Construction</b>							
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ -	\$ 380,676	\$ 38,068	\$ 342,608
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ -	\$ 277,959	\$ 27,796	\$ 250,163
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ -	\$ 225,200	\$ 22,520	\$ 202,680
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ -	\$ 489,467	\$ 48,947	\$ 440,520
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,049	\$ 594,437
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ -	\$ 2,021,991	\$ 202,199	\$ 1,819,792
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ -	\$ 80,264	\$ 8,026	\$ 72,238
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ -	\$ 302,637	\$ 30,264	\$ 272,373
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ 451,070	\$ 45,107	\$ 405,963
B.2.2	MIR	Mirador		\$ -	\$ -	\$ -	\$ 407,516	\$ 40,752	\$ 366,764
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ -	\$ 476,231	\$ 47,623	\$ 428,608
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ -	\$ 346,967	\$ 34,697	\$ 312,270
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ 241,099	\$ 24,110	\$ 216,989
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ -	\$ 187,257	\$ 18,726	\$ 168,531
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ -	\$ 2,027,826	\$ 202,783	\$ 1,825,043
B.2.2	PWT	Portshhead Tank		\$ -	\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ -	\$ 474,506	\$ 47,451	\$ 427,055
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ -	\$ -	\$ 10,170,090	\$ 1,017,009	\$ 9,153,081
		Project Management	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Lease Costs		\$ -	N/A	\$ -	\$ -	\$ -	\$ -
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.2.2		<b>Phase 2 Completion Acceptance</b>					\$ 8,963,268	\$ 896,327	\$ 8,066,941
<b>Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)</b>				\$ -	\$ -	\$ 337,720	\$ 37,569,619	\$ 3,647,572	\$ 33,922,047

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

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

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

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

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Total Unilateral Option Sum for Equipment <small>(Note 1)</small>	Equipment Purchase in Phase 1 Credit per Site <small>(Note 1)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ (943,771)	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ 796,761	\$ 79,676	\$ 717,085
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ (525,736)	\$ 511,163	\$ 67,235	\$ 308,443	\$ 45,509	\$ 36,032	\$ -	\$ 968,382	\$ 96,838	\$ 871,544
B.3.2 to B.3.6	BRK	Blue Roek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BUR	Burnt Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BVG	Beverly Glen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CCB	Compton Court Building	\$ -	\$ (522,576)	\$ 508,090	\$ 207,196	\$ -	\$ -	\$ 36,176	\$ -	\$ 751,461	\$ 75,146	\$ 676,315
B.3.2 to B.3.6	CEP	Century Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CLM	Claremont	\$ -	\$ -	\$ -	\$ 205,482	\$ 79,880	\$ 45,667	\$ 30,252	\$ -	\$ 361,282	\$ 36,128	\$ 325,154
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ (563,761)	\$ 548,133	\$ 166,212	\$ 426,740	\$ 80,765	\$ 51,596	\$ -	\$ 709,685	\$ 70,968	\$ 638,716
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ -	\$ 483,521	\$ 198,377	\$ 427,813	\$ 80,964	\$ 39,606	\$ -	\$ 1,230,281	\$ 123,028	\$ 1,107,253
B.3.2 to B.3.6	ELSGDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ 241,403	\$ -	\$ 79,904	\$ 45,708	\$ 27,363	\$ -	\$ 394,379	\$ 39,438	\$ 354,941
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,133	\$ 166,212	\$ 426,740	\$ 45,708	\$ 64,131	\$ -	\$ 1,250,923	\$ 125,092	\$ 1,125,831
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ (975,300)	\$ 948,265	\$ 113,472	\$ 255,329	\$ 80,566	\$ 46,752	\$ -	\$ 1,444,383	\$ 144,438	\$ 1,299,945
B.3.2 to B.3.6	JPK	Johnstone Peak	\$ -	\$ (497,000)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ -	\$ 785,850	\$ 78,585	\$ 707,265
B.3.2 to B.3.6	LACF028	FS 28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS 72	\$ -	\$ -	\$ 546,319	\$ 165,304	\$ 87,051	\$ -	\$ 26,897	\$ -	\$ 825,571	\$ 82,557	\$ 743,014
B.3.2 to B.3.6	LACF077	FS 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACF099	FS 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF119	FS 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF144	FS 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF149	FS 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF157	FS 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF196	FS 169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFCP09	CP 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFDEL	Del Valle Training	\$ -	\$ -	\$ 372,867	\$ 91,920	\$ 164,574	\$ -	\$ 32,590	\$ -	\$ 661,951	\$ 66,195	\$ 595,756
B.3.2 to B.3.6	LAH	LA City Hall <small>(Note 4)</small>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 198,130	\$ -	\$ 102,099	\$ -	\$ 27,849	\$ -	\$ 328,079	\$ 32,808	\$ 295,271
B.3.2 to B.3.6	MAM	Magie Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ (563,761)	\$ 548,133	\$ 205,519	\$ 426,740	\$ 123,657	\$ 30,685	\$ -	\$ 790,099	\$ 79,010	\$ 711,089
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ (548,133)	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 807,129	\$ 80,713	\$ 726,416
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ (943,771)	\$ 917,609	\$ 205,383	\$ -	\$ 45,708	\$ 31,324	\$ -	\$ 288,273	\$ 28,827	\$ 259,446
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ (497,000)	\$ 483,223	\$ -	\$ 295,046	\$ 80,765	\$ 60,498	\$ -	\$ 422,532	\$ 42,253	\$ 380,279
B.3.2 to B.3.6	MFL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MFT	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MFW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ (482,444)	\$ 482,444	\$ 354,930	\$ -	\$ 80,245	\$ 30,352	\$ -	\$ 465,528	\$ 46,553	\$ 418,975
B.3.2 to B.3.6	OAT	Oat Mountain OAT	\$ -	\$ (181,525)	\$ 176,493	\$ -	\$ -	\$ -	\$ 80,168	\$ -	\$ 75,136	\$ 7,514	\$ 67,623
B.3.2 to B.3.6	OMC	Oat Mountain OMC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ONK	Oat Mountain Nike	\$ -	\$ -	\$ 203,799	\$ -	\$ -	\$ -	\$ 27,471	\$ -	\$ 231,270	\$ 23,127	\$ 208,143
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ (564,196)	\$ 548,556	\$ 355,603	\$ 485,146	\$ 45,509	\$ 32,899	\$ -	\$ 1,467,713	\$ 146,771	\$ 1,320,942
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -	\$ (497,000)	\$ 483,223	\$ 92,357	\$ 132,679	\$ 45,708	\$ 54,116	\$ -	\$ 327,945	\$ 32,795	\$ 295,151
B.3.2 to B.3.6	PSH	Pomona 1620 Hillcrest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RDNBPD	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,620	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ (943,771)	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 395,364	\$ 39,536	\$ 355,828

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Total Unilateral Option Sum for Equipment <small>(Note 1)</small>	Equipment Purchase in Phase 1 Credit per Site <small>(Note 1)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ (943,464)	\$ 917,311	\$ 383,845	\$ 109,525	\$ 80,566	\$ 32,596	\$ -	\$ 580,379	\$ 58,038	\$ 522,341
B.3.2 to B.3.6	RPVE001	Rancho Palos Verdes City Hall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SAG	San Augustine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SDW	San Dimas	\$ -	\$ (497,000)	\$ 483,223	\$ 205,519	\$ -	\$ 80,765	\$ 45,368	\$ -	\$ 317,874	\$ 31,787	\$ 286,087
B.3.2 to B.3.6	SGH	Signal Hill <sup>(Note 9)</sup>	\$ -	\$ (547,298)	\$ 483,223	\$ 289,775	\$ -	\$ -	\$ 42,926	\$ -	\$ 268,626	\$ 26,863	\$ 241,763
B.3.2 to B.3.6	SPC	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak <sup>(Note 9)</sup>	\$ -	\$ (1,002,901)	\$ 548,133	\$ 198,138	\$ 426,740	\$ 80,765	\$ 30,636	\$ -	\$ 281,512	\$ 28,151	\$ 253,361
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ -	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ 793,544	\$ 79,354	\$ 714,189
B.3.2 to B.3.6	SVP	San Vicente Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SWP	Southwest Area Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	TOP	Topanga Peak <sup>(Note 9)</sup>	\$ -	\$ (547,158)	\$ 1,002,901	\$ -	\$ 79,904	\$ 80,765	\$ 39,457	\$ -	\$ 655,869	\$ 65,587	\$ 590,283
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ (497,000)	\$ 483,223	\$ 92,357	\$ -	\$ 80,765	\$ 43,042	\$ -	\$ 202,388	\$ 20,239	\$ 182,149
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ (496,199)	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ 690,561	\$ 69,056	\$ 621,505
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whitaker Middle Peak	\$ -	\$ (496,165)	\$ 482,412	\$ 92,033	\$ 423,818	\$ 45,167	\$ 38,076	\$ -	\$ 221,740	\$ 22,174	\$ 199,566
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,892	\$ 27,289	\$ 245,602
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ (496,165)	\$ 482,412	\$ 205,032	\$ 79,580	\$ 80,224	\$ 42,956	\$ -	\$ 394,037	\$ 39,404	\$ 354,634
B.3.2 to B.3.6	LAPD077	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAPDDVN	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	FCCF	L.A. County Fire Command	\$ -	\$ -	\$ -	\$ 190,925	\$ 93,126	\$ -	\$ 67,617	\$ -	\$ 351,668	\$ 35,167	\$ 316,501
B.3.2 to B.3.6	LAPDVDC	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6		FCCF Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ 40,433	\$ 363,896
B.3.2 to B.3.6		LAPDVDC Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ 41,568	\$ 4,157	\$ 37,412
<b>Site Equipment Subtotal</b>			\$ -	\$ (14,773,096)	\$ 17,561,748	\$ 5,756,809	\$ 7,097,915	\$ 1,995,749	\$ 1,469,660	\$ 212,620	\$ 21,433,019	\$ 2,143,302	\$ 19,289,717
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 169,189	\$ -	\$ -	\$ -	\$ 33,561	\$ -	\$ 202,750	\$ 20,275	\$ 182,475
B.3.2 to B.3.6	BCHCPRK	Beverly Hills-Coldwater Canyon Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF136	FS-136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAHE	LA City Hall East <sup>(Note 4)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ 248,275	\$ 164,079	\$ -	\$ -	\$ 31,324	\$ -	\$ 443,678	\$ 44,368	\$ 399,310
<b>Subtotal for Additional Sites (Amendment No. 10)</b>			\$ -	\$ -	\$ 417,464	\$ 164,079	\$ -	\$ -	\$ 64,885	\$ -	\$ 646,428	\$ 64,643	\$ 581,785
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,747	\$ 24,075	\$ 216,672
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 770,548	\$ 77,055	\$ 693,493
B.3.2 to B.3.6	CCT	Criminal Court (Foltz)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 662,817	\$ 66,282	\$ 596,535
B.3.2 to B.3.6	CRN	Cerro Negro	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 804,736	\$ 80,474	\$ 724,262
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 877,470	\$ 87,747	\$ 789,723
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	H-17A	H-17 Helipad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,648	\$ 6,265	\$ 56,383
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ -	\$ 206,583	\$ -	\$ -	\$ -	\$ 43,429	\$ -	\$ 250,012	\$ 25,001	\$ 225,011
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,272	\$ 27,727	\$ 249,545
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 823,549	\$ 82,355	\$ 741,194
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 862,212	\$ 86,221	\$ 775,991
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 825,613	\$ 82,561	\$ 743,052
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,482,416	\$ 148,242	\$ 1,334,174

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Total Unilateral Option Sum for Equipment <small>(Note 1)</small>	Equipment Purchase in Phase 1 Credit per Site <small>(Note 1)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ -	\$ 1,512,367	\$ -	\$ -	\$ -	\$ 39,134	\$ -	\$ 1,551,502	\$ 155,150	\$ 1,396,352
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	PWT	Portshead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County <sup>(Note 9)</sup>	\$ -	\$ (522,426)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,011,415	\$ 101,142	\$ 910,274
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ (522,426)	\$ 1,718,950	\$ -	\$ -	\$ -	\$ 82,563	\$ -	\$ 12,742,526	\$ 1,274,253	\$ 11,468,273
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,275	\$ 50,228	\$ 452,048
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
B.1.6		FCC Licensing <sup>(Note 6)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732
B.3.10.1.ACVR		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 746,582	\$ 74,658	\$ 671,924
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,294	\$ 96,629	\$ 869,664
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,660	\$ 25,466	\$ 229,194
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,626	\$ 25,063	\$ 225,563
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,456,627	\$ 245,663	\$ 2,210,964
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (361,900)	\$ (36,190)	\$ (325,710)
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
<b>Total for Phase 3 - Supply LMR System Components:</b>			\$ -	\$ (15,295,522)	\$ 19,698,162	\$ 5,920,888	\$ 7,097,915	\$ 1,995,749	\$ 1,617,108	\$ 212,620	\$ 45,084,912	\$ 4,334,170	\$ 40,750,742

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

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

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

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

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

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

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

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



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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	224,415	\$ 22,441	\$ 201,973
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	183,999	\$ 18,400	\$ 165,599
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	96,255	\$ 9,626	\$ 86,630
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	73,209	\$ 7,321	\$ 65,888
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	193,987	\$ 19,399	\$ 174,589
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	200,523	\$ 20,052	\$ 180,471
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	ENC1	Encinal 1 (Fire Camp)		\$ -	\$ -	86,186	\$ 8,619	\$ 77,568
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	203,689	\$ 20,369	\$ 183,320
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	197,139	\$ 19,714	\$ 177,425
B.4.2.2	JPK	Johnstone Peak		\$ -	\$ -	197,335	\$ 19,734	\$ 177,602
B.4.2.2	LACF028	FS-28		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF056	FS-56		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF071	FS-71		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF072	FS-72		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF077	FS-77		\$ -	\$ -	86,847	\$ 8,685	\$ 78,162
B.4.2.2	LACF084	FS-84		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF091	FS-91		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF099	FS-99		\$ -	\$ -	42,234	\$ 4,223	\$ 38,010
B.4.2.2	LACF149	FS-149		\$ -	\$ -	0	\$ -	\$ -
B.4.2.2	LACF149	FS-149		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF144	FS-144		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF149	FS-149		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF157	FS-157		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACF196	FS-169		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACFCP09	CP-9		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	68,482	\$ 6,848	\$ 61,634
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	45,519	\$ 4,552	\$ 40,967
B.4.2.2	MAM	Maggie Mountain		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	210,952	\$ 21,095	\$ 189,856
B.4.2.2	MLE	Mount Lee		\$ -	\$ -	225,470	\$ 22,547	\$ 202,923
B.4.2.2	MLM	Mira Loma Facility		\$ -	\$ -	112,343	\$ 11,234	\$ 101,109
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	172,391	\$ 17,239	\$ 155,152
B.4.2.2	MTL	Mount Lukens		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	MTT	Mount Thom		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	99,553	\$ 9,955	\$ 89,598
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	78,416	\$ 7,842	\$ 70,574
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	99,110	\$ 9,911	\$ 89,199
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	214,203	\$ 21,420	\$ 192,783
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	129,425	\$ 12,942	\$ 116,482
B.4.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	136,626	\$ 13,663	\$ 122,964
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	151,648	\$ 15,165	\$ 136,483
B.4.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	SAG	San Augustine		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	SDW	San Dimas		\$ -	\$ -	114,799	\$ 11,480	\$ 103,319
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	116,741	\$ 11,674	\$ 105,067
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	200,031	\$ 20,003	\$ 180,028
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	143,789	\$ 14,379	\$ 129,410
B.4.2.2	SVP	San Vicente Peak		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	125,084	\$ 12,508	\$ 112,575
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	120,939	\$ 12,094	\$ 108,846
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	179,547	\$ 17,955	\$ 161,592
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	174,731	\$ 17,473	\$ 157,258
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	87,459	\$ 8,746	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	117,591	\$ 11,759	\$ 105,832
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	-	\$ -	\$ -
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	128,809	\$ 12,881	\$ 115,928
B.4.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	-	\$ -	\$ -
<b>Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail</b>				\$ -	\$ -	\$ 5,039,475	\$ 503,948	\$ 4,535,528

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>								
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 59,204	\$ 5,920	\$ 53,284
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF136	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ 60,600	\$ 6,060	\$ 54,540
<b>Subtotal for Additional Sites (Amendment No. 10)</b>				\$ -	\$ -	\$ 119,804	\$ 11,980	\$ 107,824
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>								
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 50,009	\$ 5,001	\$ 45,008
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 178,515	\$ 17,852	\$ 160,664
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 102,929	\$ 10,293	\$ 92,636
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 94,813	\$ 9,481	\$ 85,332
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 210,218	\$ 21,022	\$ 189,196
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 45,737	\$ 4,574	\$ 41,163
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 93,778	\$ 9,378	\$ 84,400
B.4.2.2	LASDTEM	Station		\$ -	\$ -	\$ 54,530	\$ 5,453	\$ 49,077
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 51,893	\$ 5,189	\$ 46,704
B.4.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ 87,347	\$ 8,735	\$ 78,612
B.4.2.2	MIR	Mirador		\$ -	\$ -	\$ 123,518	\$ 12,352	\$ 111,166
B.4.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 217,931	\$ 21,793	\$ 196,138
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 214,060	\$ 21,406	\$ 192,654
B.4.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ 102,627	\$ 10,263	\$ 92,364
B.4.2.2	PLM	Station		\$ -	\$ -	\$ 48,384	\$ 4,838	\$ 43,546
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	PWT	Porthead Tank		\$ -	\$ -	\$ 61,450	\$ 6,145	\$ 55,305
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 119,052	\$ 11,905	\$ 107,147
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ -	\$ 1,988,149	\$ 29,457	\$ 265,109
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ 650	\$ 5,846
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	-	-	-
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	-	-	-
B.4.3		Training		\$ -	\$ -	-	-	-
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	-	-	-
B.4.2		Acceptance Testing	1	\$ -	\$ -	-	-	-
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ 1,375,212	\$ 137,521	\$ 1,237,690
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$ -	\$ -	-	-	-
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 846,284	\$ 84,628	\$ 761,656
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 740,499	\$ 74,050	\$ 666,449
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 634,713	\$ 63,471	\$ 571,242
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 317,357	\$ 31,736	\$ 285,621
B.4.2.9		Voice Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.15		Voice Subscriber Access Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.17		Voice System Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$ -	\$ -	-	-	-
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207



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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.4.1		Final Migration/Cutover Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.5		Final System Support Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.6		Final Disaster Recovery Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	As provided for in Base.11.2.1	\$ -	\$ -
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ (765,576)	\$ (76,558)	\$ (689,018)
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,502	\$ 1,024,150	\$ 9,217,352
<b>Total for Phase 4 - LMR System Implementation:</b>				\$ -	\$ -	\$ 27,894,084	\$ 2,557,328	\$ 23,643,172

Note 1: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment"). In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

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

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

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

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

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

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



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN F. RADELEFF  
INTERIM EXECUTIVE DIRECTOR

May 5, 2016

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

Dear Directors:

### **APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF LOS ANGELES- ACTING BY AND THROUGH ITS DEPARTMENT OF WATER AND POWER**

#### **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 amendment with the City of Los Angeles-Acting by and through its Department of Water and Power, for the Land Mobile Radio (LMR) System.

#### **RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find that (a) approval of Site Access Agreements (SAAs) or amendment at the site listed in Enclosure 1 is within the scope of the Board's March 29, 2016 approval of design, construction, implementation, operation, and maintenance of LMR infrastructure at forty four (44) sites analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System (LA-RICS) Land Mobile Radio (LMR) System, which was recommended for certification to the Board previous to this item also on March 29, 2016; (b) there are no changes to the project or to the circumstances under which the project is undertaken since the approval that would result in new effects or the need for new mitigation; and (c) no new environmental document is required.

**AGENDA ITEM H**

2. Authorize the Executive Director to finalize and execute, substantially similar in form to the attached, one or more Site Access Agreements or amendment with the City of Los Angeles-Acting by and through its Department of Water and Power.

**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 City of Los Angeles-Acting by and through its Department of Water and Power have resulted in the attached Site Access Agreement, Enclosure 2.

Entering into the proposed Site Access Agreements or amendment with the City of Los Angeles-Acting by and through its Department of Water and Power would provide the Authority with a temporary license to use a portion of their owned or leased property for use as a LMR communications site(s). A list of the site 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 amendment on substantially similar terms and conditions as previously approved by your Board for the LTE and/or LMR installations. By granting approval for the execution of the proposed SAAs or amendment with the City of Los Angeles-Acting by and through its Department of Water and Power, it will assist in keeping the LMR project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with City of Los Angeles-Acting by and through its Department of Water and Power follow below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
City of Los Angeles-Acting by and through its Department of Water and Power	1	5 Years	Gratis	Exempt	Waived

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

With respect to construction of each of the LMR System Site, 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 this site will provide public safety the opportunity to increase their coverage footprint for their responders. With increased coverage, the Authority 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**

On March 29, 2016, your Board certified the Final EIR for the LA-RICS LMR System in compliance with CEQA and reflects the independent judgement and analysis of the Board; that the Board has reviewed and considered the information contained in the final EIR prior to approving the project; adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project; adopted the Environmental Findings of Fact, determined that the significant adverse effects of the project have either been reduced to an acceptable level or that it is infeasible to do so; and adopted the Statement of Overriding Considerations, concluding that the project's significant and unavoidable impacts are outweighed by the specific benefits of the project. It was also recommended at that time that your Board authorize the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at forty four (44) LMR System Sites analyzed in the Final EIR.

The Site Access Agreements or amendment allow for the Authority to conduct work related to the design, construction, implementation, operation and maintenance of LMR infrastructure at the site in Enclosure 1, owned or leased by the City of Los Angeles- Acting by and through its Department of Water and Power. This site is within the scope of the previously-authorized project and was analyzed in the Final EIR.

There have been no changes to the project or to the circumstances under which the project is undertaken that would result in new effects or the need for new mitigation. Thus, the previously certified EIR can be used as the basis for the Authority's approval of the SAAs and no new environmental document is required pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

LA-RICS Board of Directors

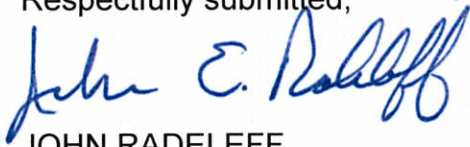
May 5, 2016

Page 4

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JR:wst

c: Counsel to the Authority

Enclosures



**City of Los Angeles-Acting by and through its  
Department of Water and Power  
Site Description**

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure
LDWP243	Aqueduct Cascades	City of Los Angeles Dept of Water & Power	13801 Balboa Blvd.	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles Dept of Water and Power	70' Monopole

**AMENDMENT NUMBER ONE TO  
LTE SITE ACCESS AGREEMENT**

**THIS AMENDMENT NUMBER ONE** (together with all exhibits, attachments, and schedules hereto, if any, "Amendment No. 1") **TO THE SITE ACCESS AGREEMENT** ("Agreement") entered into on August 12, 2015, is effective as of April [REDACTED], 2016,

**BY AND BETWEEN**

**CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Department of Water and Power, hereinafter referred to as "Owner" or "LADWP"

**AND**

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

**RECITALS:**

**WHEREAS**, Owner and the LA-RICS Authority have entered into an Agreement dated August 12, 2015 to permit the use of the Aqueduct Cascades (LDWP 243) as a Long Term Evolution ("Broadband" or "LTE") broadband communication site; and

**WHEREAS**, LA-RICS Authority now desires to install, operate and maintain Land Mobile Radio ("LMR") equipment at the Aqueduct Cascades as well; and

**WHEREAS**, Owner is willing to permit use of a portion of the Aqueduct Cascades by the LA-RICS Authority for use as a LTE and LMR communication site (collectively "Los Angeles Regional Interoperable Communications System Site" or "LA-RICS Site"); and

**WHEREAS**, LA-RICS Authority is willing to accept and exercise the rights granted by the Agreement, and as modified by this Amendment No. 1 for use of Aqueduct Cascades as an LA-RICS Site in accordance with the terms and conditions prescribed herein and in the Agreement.

**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. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 1.

Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the Agreement, as amended by this Amendment No. 1.

2. General Revisions to Agreement.

2.01 All references in the Agreement to "LTE Site" shall be replaced with "LA-RICS Site", as defined in this Amendment No. 1.

2.02 All references in the Agreement to "LTE Vendor" shall be replaced with "LA-RICS Vendor." "LA-RICS Vendor" shall be defined as Motorola Solutions, Inc.

2.03 All references in the Agreement to "LTE Facility" shall be replaced with "LA-RICS Facility", as defined in this Amendment No. 1.

3. Revisions to Section 1.01. Section 1.01 is hereby deleted in its entirety and is replaced as follows:

"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 for access to install and operate an unmanned LTE and LMR communication facility, consisting of the parcels of land shown on Exhibit A (Site List) attached hereto and incorporated herein by this reference (collectively, the "LA-RICS Site")."

4. Revisions to Section 2.01. Section 2.01 is hereby deleted in its entirety and is replaced as follows:

"2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to access a parcel of the land on the Real Property for the installation, operation, maintenance, and repair of a LTE and LMR communication facility. The LA-RICS AUTHORITY or the LA-RICS Vendor: (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE and LMR 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 and LMR 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 LA-RICS Site, when accompanied by a Los Angeles Police Department ("LAPD") or Los Angeles Fire Department ("LAFD") representative, when conducting the work described herein. Except in the event of an emergency, LA-RICS AUTHORITY covenants to install, repair and maintain the Equipment only during normal business hours, upon 3



days prior written notice to Owner, and after receiving approval from Owner. In the event emergency repairs are required, LA-RICS AUTHORITY shall promptly notify Owner thereof and Owner shall cooperate to permit LA-RICS AUTHORITY to cause such repairs to be completed immediately. Each LA-RICS 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").

5. Revisions to Section 4. Section 4 (Term) is hereby deleted in its entirety and is replaced as follows:

"4. TERM

The initial term ("initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon the earliest of: (a) written notice of termination by LA-RICS AUTHORITY; (b) written notice of termination by Owner pursuant to Section 29 (Default) hereof; or (c) the 6<sup>th</sup> anniversary of the Commencement Date.

***Regardless of the manner or duration of use or occupancy of the Real Property by LA-RICS AUTHORITY, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by LA-RICS AUTHORITY, this License may be terminated at any time without cause for any reason or no reason at all at the option of the Owner for a public utility purpose by giving 180 days' written notice of termination.*** Prior to expiration of the Initial Term, this Agreement may be extended for a longer term and under the terms and conditions as approved by the Board of Water and Power Commissioners and City Council of the City of Los Angeles."

6. Revisions to Section 5. Section 5 (Consideration) is hereby deleted in its entirety and is replaced as follows:

"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. The consideration negotiated with the Owner will be no less favorable than that granted to any other jurisdiction that enters into an Agreement with the LA-RICS AUTHORITY. In the event that LA-RICS AUTHORITY offers more favorable terms to another jurisdiction, LA-RICS AUTHORITY will notify the Owner promptly and provide Owner with the option of amending this Agreement such that it contains more favorable terms. Owner reserves the option to renegotiate the terms and conditions of this Agreement following the sixth anniversary of the Commencement Date in the event that the City of Los Angeles chooses not to participate in the LA-RICS AUTHORITY's LTE and LMR system.

7. Revisions to Agreement Exhibits/Attachments. Exhibit B (Equipment List) is hereby deleted in its entirety and replaced with the new Exhibit B (Equipment List) which is attached to this Amendment No. 1 and incorporated by this reference.
8. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
9. This Amendment No. 1 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

DRAFT / CONFIDENTIAL

**IN WITNESS WHEREOF**, the LA-RICS Authority has executed this Amendment No. 1 or caused it to be duly executed and Owner has caused this Amendment No. 1 to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND  
POWER

A California Joint Powers Authority

MARCIE L. EDWARDS,  
General Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

MICHAEL N. FEURER  
City Attorney

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

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

**EXHIBIT B**  
**EQUIPMENT LIST**

LTE Equipment

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)

LMR Equipment

- . LMR Antennas
- . Microwave Dishes
- . Antenna System hardware, LMR/Microwave
- . Transmission and coax lines
- . Generator & Fuel Tank
- . Automatic Transfer Switch
- . MPLS Routers
- . LMR Radio Racks
- . Combiner & Multicoupler racks
- . DC Power Plant for LMR
- . DC Power Plant for Microwave

**Note: All equipment listed on this "Exhibit B" shall be installed at the locations specified in the final drawings titled "LMR-GENERIC," including all revisions approved by Owner.**