



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING
Thursday, November 3, 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: October 28, 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. **John Curley**, Chief of Police, City of Covina Police Dept.

Alternates:

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

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. October 6, 2016 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-C)

B. Director’s Report – John Radeleff

C. Project Manager’s Report – Chris Odenthal

Agenda Item C

VII. DISCUSSION ITEMS (D)

D. Outreach Update

Agenda Item D

VIII. ADMINISTRATIVE MATTERS (E-G)

E. AMENDMENT NO. 8 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

It is recommended that your Board:

1. Approve an extension to the term of the Televate Agreement to January 31, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work.



2. Approve an increase to the Maximum Contract Sum in the amount of \$360,000, increasing the Maximum Contract Sum amount from \$7,286,978 to \$7,646,978 to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work through January 31, 2017.
3. Delegate authority to the Interim Executive Director to execute Amendment No. 8, substantially similar in form to the Enclosure.

Agenda Item E

F. AMENDMENT NO. 22 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

It is recommended that your Board:

1. Approve an increase to the Maximum Contract Sum in the amount of \$480,000, increasing the Maximum Contract Sum amount from \$37,378,957, to \$37,858,957, to allow Jacobs to continue assisting the Authority with the PSBN Warranty close out work through January 31, 2017.
2. Delegate authority to the Interim Executive Director to execute Amendment No. 22 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

Agenda Item F

G. APPROVE AMENDMENT NO. 22 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Find that (a) approval of the changes necessary to reflect the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.



2. Approve Amendment No. 22 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$476,676.
3. Authorize an increase to the Maximum Contract Sum by \$476,676, when taking the cost increase into consideration from \$285,950,390 to \$286,427,066.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 22.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 22, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item G

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT and NEXT MEETING:

Thursday, December 1, 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

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(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.)

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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**

MEETING MINUTES FOR THE REGULAR MEETING OF THE BOARD OF DIRECTORS AND THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

October 6, 2016
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 263
Los Angeles, CA 90032

Board Members Present:

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

Alternates For Board Members Present:

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

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

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

Kay Fruhwirth, Asst., Dir, EMS Agency, County of Los Angeles Department of Health Services

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

Louis Perez, Deputy Chief, City of Inglewood Police Dept.

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

David Povero, Captain, City of Covina Police Dept.

Officers Present:

John Radeleff, LA-RICS Interim Executive Director

Absent:

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



I. CALL TO ORDER FOR THE REGULAR MEETING AND SPECIAL MEETING

Director Dean Gialamas called the Regular Meeting of the Board to order, and concurrently called the Special Meeting of the Board to order as well.

II. ANNOUNCE QUORUM – Roll Call FOR THE REGULAR MEETING AND SPECIAL MEETING

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

III. APPROVAL OF MINUTES (A) FOR THE REGULAR MEETING. THERE WERE NONE FOR THE SPECIAL MEETING.

A. September 8, 2016 – Regular Meeting Minutes

Agenda Item A

Director Gialamas asked for a motion to approve the minutes, Alternate Member Fruhwirth motioned first, seconded by Alternate Member Bundesen.

Ayes 9: Donovan, Geiger, Bundesen, Gialamas, Fruhwirth, Ortiz, Rodarte, Perez, Nunley, and Povero

MOTION APPROVED

IV. PUBLIC COMMENTS – (None) FOR THE REGULAR MEETING AND SPECIAL MEETING

V. CONSENT CALENDAR – (None) FOR THE REGULAR MEETING AND SPECIAL MEETING

VI. REPORTS (B-C) FOR THE REGULAR MEETING. THERE WERE NONE FOR THE SPECIAL MEETING

B. Director's Report – John Radeleff

Interim Executive Director Radeleff stated extensions for Urban Area Security Initiatives (UASI) grant award year 12 and 13 have been approved and received.

As for Long Term Evolution (LTE), the Phase 2 plan has been submitted to National Telecommunications and Information Administration (NTIA). LA-RICS is having a visit from NTIA on October 24, 2016, and we are anticipating after that meeting the



remaining \$37 million to the Broadband Technology Opportunities Program (BTOP) grant funds will be released.

LA-RICS met with California Governor's Office of Emergency Services (Cal OES) and clarified some obstacles. Environmental & Historic Preservation Management Information System (EMIS) clearance has been held up with group two (2) and three (3) sites, since June and July. The United States Fish and Wildlife Services (USFWS) provided their letter of concurrence for groups 2 and 3 submittals and now with the grant extensions we are cleared to move forward with the project. One of the issues FEMA and CalOES have is the movement of sites between grant year spending plans, which according to them constitutes a change in scope. We are resubmitting the spending plan with contingencies, which we hope will allow us to move a site across grant year spending plans without the onerous process of seeking prior approval from both CalOES and FEMA. With extension in hand, we will also be going through the geotechnical process and would like to be able to do geotechnical on sites funded for construction under the UASI 17, 18, and 19 future grants. CalOES and FEMA have denied approval of completing geotechnical work on sites identified for construction with future grant awards. We are proposing we do the geotechnical with currently awarded grants, which FEMA & CalOES are considering.

LA-RICS had trouble with relocation of Core 2 from the City of Los Angeles Police Valley Dispatch Center (VDC) once their opting-out of the LA-RICS JPA it made it difficult for us to have the required access to the facility. There was some resistance to fund the movement to a site that we would allow the Authority immediate access to the core, but in the meantime a letter was sent to Cal OES from the Chair and Vice Chair of the JPA Board to help fund the relocation.

Interim Executive Director Radeleff stated the LTE Round 2 plan has been submitted. There are five areas we wanted to cover and the first one is the coverage augmentation, which consist of 26 additional sites. Second, is the rapid response vehicle to enhance coverage. The third is network applications to become available to users. Fourth, is interconnection to public safety enterprise networks being able to address agency onboarding issues. The last area is to create a testing and verification center, to test the system coverage; which includes portable devices.

Interim Executive Director Radeleff provided an Outreach update and stated that on September 21, 2016 LA-RICS held a demonstration for Southern California Association of Governments (SCAG) and had abundant feedback. A member of the Board of Supervisors from San Bernardino County was very impressed. The California Environmental Quality Act (CEQA) extension was signed by the Governor on September 25, 2016. He also reported that on yesterday, LA-RICS hosted the California First Responder Network (CalFRN) Board meeting, where a demonstration was conducted for them and they were impressed with the



capabilities of the system. On October 17, 2016, Interim Executive Director will be presenting in San Diego for the International Association of Chiefs of Police (IACP). On October 19th and 20th staff will be attending Harris County, Texas. They are one of the early builders and are further along than others, which will be very valuable to us. They are going to be deploying the LTE system for the Super bowl. The following week there is a visit from NTIA and hopefully as a result of that meeting they will release the BTOP grant funds. On October 31, 2016, is the Halloween Carnival in West Hollywood and we will have limited deployment. Interim Executive Director Radeleff stated that he is in the process of working on setting up a demonstration for Police Chief's that is tentatively scheduled for November 1, 2016. In the near future we will set up a demonstration for the Fire Chiefs as well. On November 2nd and 3rd, Interim Executive Director Radeleff will be presenting at the Critical LTE Communications Forum in Chicago.

Lastly, a vendor who is working with the authorities in Mexico mentioned LA-RICS and the Mexican Authorities stated they are aware of LA-RICS. Interim Executive Director Radeleff wants to acknowledge that LA-RICS is on large radar. This is the first year we have received multi-year extensions from FEMA on our grants. Director Gialamas acknowledged the Interim Executive Director and staff for that great accomplishment.

C. Project Manager's Report – Chris Odenthal

Jacobs Project Manager Chris Odenthal stated the Jacobs Monthly Report has been updated. The first page is what we have accomplished on LTE and what we are now building on Land Mobile Radio (LMR). As for LTE Round 1, we are continuing testing and upgrading the LTE core. There may be additional upgrades at the end of our warranty period by the end of the year.

As for LTE Round 1, there are the Southern California Edison (SCE) Cell on Wheels (COWs) locations that we still are working on four (4) sites that have extended power-runs with Motorola to connect those with SCE. The other six (6) are backhaul sites and the other four (4) sites are remaining. In the next three (3) or four (4) weeks all work on the COWs should be completed, if not we will report to the Board the status. As for LTE Phase 2, Interim Executive Director Radeleff spoke regarding the plan to NTIA; in conjunction with Authority staff, Jacobs and Televate. Jacobs Project Manager Odenthal stated for a copy of the plan to please contact LA-RICS staff. Jacobs Project Manager Odenthal also stated the site list has remained the same for potential LTE Round 2 and we are looking at 26 sites, the plan included 40 sites to be included in the environmental process.

In regards to the status on LMR, the drawing process from Motorola is still a slow process. This week Motorola has ten (10) drawing deliverables and next week they have 19 drawing deliverables. In the report there is color coordination for those



drawings that have been submitted for permit approval. We submitted two additional sites to Department of Power and Water (DPW) and should be receiving approval in a month.

On the status of the Notice to Proceed (NTP), we are going through the true-up process and one of the gates to proceed is that we need the contract to allow Motorola to proceed with what they are exactly building. Last month we brought nine (9) sites to your Board for approval and you have additional nine (9) before you today, with the receipt of the UASI funds we have issued NTPs for work at these sites. We are expecting more NTPs, as you approve the next nine (9) sites. There are additional 12 sites that we plan to bring to your Board for approval next month.

VII. DISCUSSION ITEMS (D-E) FOR THE REGULAR MEETING. THERE WERE NONE FOR THE SPECIAL MEETING.

D. Assessment of LA-RICS Deliverable

Interim Executive Director Radeleff stated the most important issue at this time is the cost allocation. The majority of the individuals have stated one of the main issues is the concept of the Funding Plan. The main focus is to come up with good subscription model. Internally there are some suggestions and we will present those suggestions to the Board. By the next Board meeting we will have a draft for the Vision Statement. The Vision Statement will be circulated for suggestions. There has been substantial reorganization in the last month in contracts. Interim Executive Director Radeleff would like to include a second 90-day report, which will provide status on all the recommendations. Director Gialamas stated besides the employment related issues the next major issue is the subscription model.

E. Outreach Update

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

VIII. ADMINISTRATIVE MATTERS (F) FOR THE REGULAR MEETING

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

Administrative Manager Jeanette Arismendez presented Amendment No. 21 to the LMR contract to the Board, requesting the Board:



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



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

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

Board Member Chris Donovan asked if the reason for switching from Site 1 to Site 2 is due to being 200 feet closer to an existing facility that will make construction easier because it is flat, which makes it easier on the environment? Administrative Manager Arismendez stated not necessarily less impactful to the environment but, JPK and JPK2 are 200 feet adjacent from each other. There is a steep grade at the JPK site and JPK 2 does not have a steep grade, which requires less engineering. Board Member Donovan asked if the initial environmental report with the recommendations cover that site? Administrative Manager Arismendez stated there are no additional impacts, thus existing environmental clearances capture the proposed change. Director Gialamas asked if this cost is reimbursed through grant, Administrative Manager Arismendez confirmed costs are grant reimbursable.

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



Ayes 9: Donovan, Geiger, Bundesen, Gialamas, Fruhwirth, Ortiz, Rodarte, Perez, Nunley, and Povero

MOTION APPROVED

**(DIRECTOR GIALAMAS STATED BEFORE GOING INTO CLOSED SESSION,
REVIEW THE SPECIAL AGENDA ITEM A)**

IX. ADMINISTRATIVE MATTERS (A) FOR THE SPECIAL MEETING

A. PROVIDE BUDGET AUTHORITY FOR EXECUTIVE RECRUITMENT SERVICES

Interim Executive Director Radeleff stated executive recruitment for the LA-RICS Executive Director position requires reimbursement to the County Department of Human Resources for their recruitment services. This is for the Board's approval not-to-exceed the maximum of \$40,000 for the recruitment effort.

Board Member Donovan stated he's not familiar with the County process but wants to confirm the County has networks which advertise for the position. Interim Executive Director Radeleff stated the County prepares all the information, brochures, bulletins, and the outreach efforts for the recruitment and selection. They review the resumes, conduct interviews, and narrow down the selection of candidates. Board Member Donovan asked if the County has a standard fee for the recruitment process and charge per hours incurred and Interim Executive Director Radeleff stated yes, that is correct.

It is recommended that your Board:

Provide the budget authority to incur / expend no more than \$40,000 in executive recruitment services provided by the County of Los Angeles Department of Human Resources for the recruitment of the Executive Director position.

Director Gialamas motioned first, seconded by Alternate Member Fruhwirth.

Ayes 9: Donovan, Geiger, Bundesen, Gialamas, Fruhwirth, Ortiz, Rodarte, Perez, Nunley, and Povero

MOTION APPROVED

X. MISCELLANEOUS – (None) FOR THE REGULAR MEETING AND SPECIAL MEETING



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

Director Gialamas stated there is a tentative date for a FirstNet Executive Briefing. FirstNet asked the Sheriff to coordinate a meeting with all Police Chief's and Fire Chief's. This meeting is tentatively scheduled for November 22, 2016, and will be hosted here at this location. This meeting is intended for agency executives and we will also be inviting the JPA Board Members.

XII. CLOSED SESSION REPORT FOR THE REGULAR MEETING. THERE WAS NO CLOSED SESSION FOR THE SPECIAL MEETING.

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

The Board entered into Closed Session at 9:42 a.m., and returned to Open Session at 9:50 a.m.; the Brown Act requires no report.

XIII. ADJOURNMENT OF THE REGULAR AND SPECIAL MEETINGS and NEXT REGULAR MEETING:

Director Gialamas announced adjournment of both meetings at 9:51 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, November 3, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



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Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of 9-11-01 have highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of those concerns.

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 provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications through the convergence of the latest technologies, thereby enhancing the safety of first responders and improving responsiveness to our communities. To accomplish this vision, 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 utilizes 61 sites in its System Design and (2) Long Term Evolution (LTE) broadband data network is deployed at 77 sites. Both systems comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) 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. 55

For October, 2016

Submitted October 27, 2016

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LTE-1 UPDATES

Site/Civil/Closeout

- Construction is complete on 63 sites and four COW's. There are an additional nine (9) SCE COW sites which are to be completed in late November/early December.
- The Authority has received 90% complete close-out books for all 63 sites. Final retrieval of all documentation to complete the Close out binders is scheduled for end of Q4 2016.

Network/Acceptance Test Plans (ATPs)

- To complete individual site ATPs the Authority dispatched a team comprised of representatives from the following agencies: MSI, Jacobs, Televate, and County (or appropriate land owning agency) to ensure all site/civil and network connectivity and functionality requirements were achieved. A technical and physical evaluation for alarms was tested and documented on a site by site basis. All deficiencies were recorded by the technical and civil teams. A punch list was created by both MSI and LARICS for sites documenting the next steps to review all of the failed alarm activities recorded from the ATPs.
- For all the sites containing punch list items, operations created trouble tickets within the system allowing our technicians at the Network Operations Center (NOC) to observe the re-test activities for each site as MSI completes the re-test and final close out for document submission and system acceptance. These task are on-going and are schedule for completion by mid-September.
 - MSI addressed all punch list items and provided documentation to the Authority for all 63 sites except one (PHN). The schedule to complete PHN has not yet been determined.

SCE COWS

- SCE is currently under construction on all 9 COW's providing infrastructure for both utilities (power and fiber/backhaul).
- The schedule is as follows:
 - i. The infrastructure for all SCE COW's is complete except for one site: SCESTUD
 - ii. The power and fiber installation for all SCE COW's are scheduled for completion by mid-November.
 - iii. Integration of the SCE COW's will follow the revision9 (R9) software upgrade per the contract. This upgrade to the Core is scheduled for completion by the end of November allowing the COW's to complete commissioning prior to the integration into the Network.
 - iv. Integration for the COW's are scheduled to begin in December.

Operations/Training

- Operations classes will be on-going through early next year. These are essential tools required to operate and maintain the PSBN network. The NOC's, both LA-RICS' and MSI's in Schaumburg, are currently in operation and manned 5 days a week by an LA-RICS technician.

Special Events

- Los Angeles County Sheriff (LASD) and Los Angeles County Fire (LACoFD) provide demonstrations for government agencies and potential users to provide insight into the PSBN technology. The functionality and use of devices, cameras, and existing and future applications. The schedule for these events are listed below:

10/19 IACP FirstNet presentation
10/21: FirstNet Sheriff/Police Chief briefing
10/20: LACo Police Chief's Association meeting – Quiet Canon Montebello
10/27: CPRA Table Top Event - Quiet Canon Montebello
11/2-3: IWCE Critical LTE Communications Forum, Chicago
11/3: Demo to Sheriff's Department - Central Patrol Division
11/11: Veteran's Day - County Holiday
11/24-25: Thanksgiving - County Holiday
12/26: Christmas - County Holiday
1/2: Rose Parade SOW and COW relocation - County Holiday

LTE-2 UPDATES

PSBN Round 2 Plan

- Submitted plan to NTIA at the end of September. It is currently under review.
- NTIA cancelled site visit planned for week of October 24th. New dates have not yet been selected.

Site I.D., Justification

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

RF Design

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

Backhaul Design

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

MSI Negotiations

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

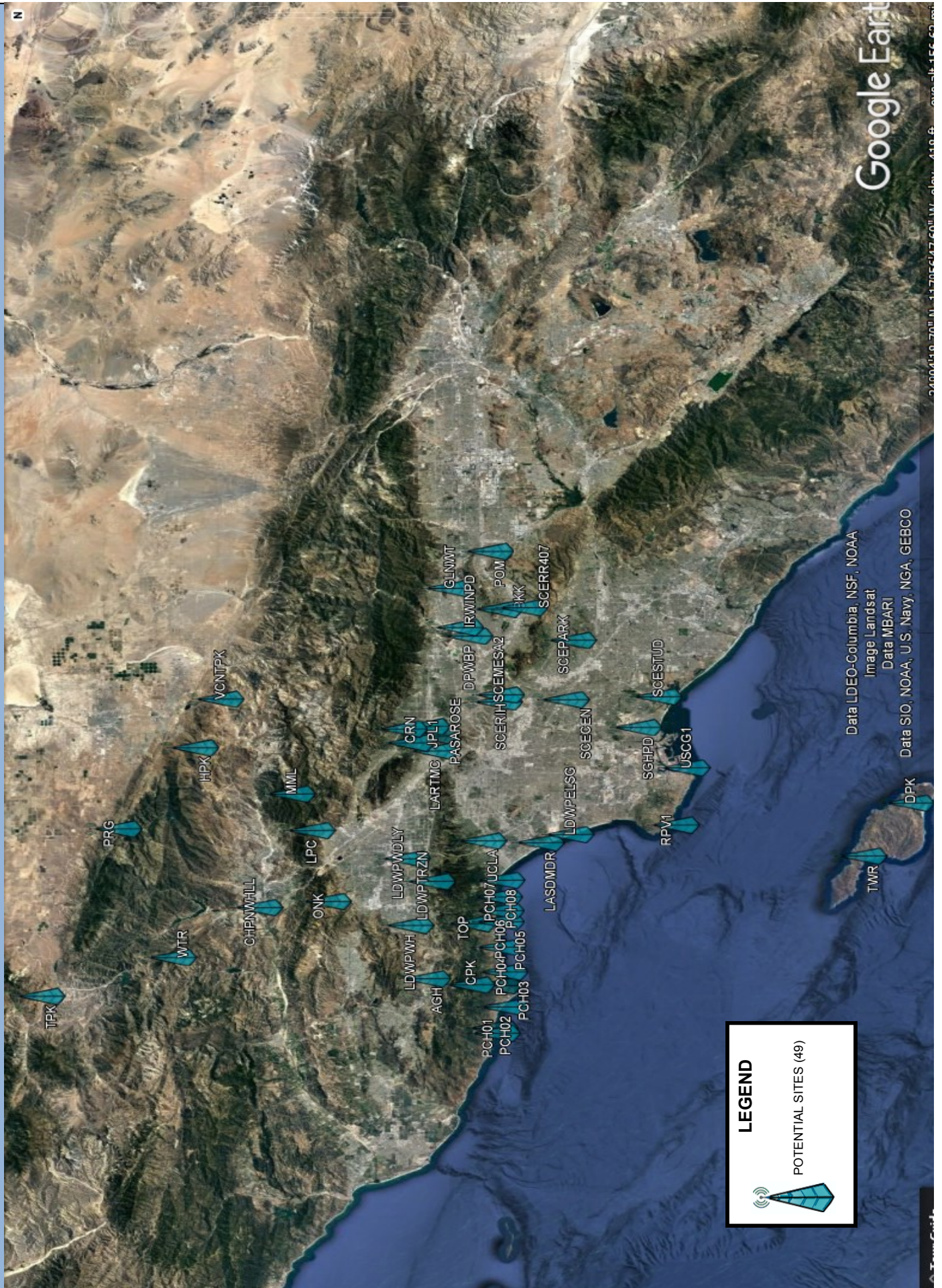
Budget

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

Environmental

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

POTENTIAL LTE-2 SITES



LEGEND



POTENTIAL SITES (49)

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

LMR UPDATES

Environmental Update

- Jacobs attended a meeting with USFS staff on October 19 to discuss the temporary use permit and the pathways for NEPA, Section 7, and Section 106 for LMR sites on the Angeles National Forest.
- Jacobs continued preparation of EMIS data packages for the Group 4 sites. The sites in Group 4 have been revised, and the data packages are being revised accordingly.
- Received EMIS Clearance on 7 of 9 Group 2 sites from FEMA
- Jacobs is preparing a memo to support a CATEX finding for Site UNIV.
- Continued to work with Pyramid and FCS on their WEAP, MMRP, and tribal consultation (environmental compliance documents) and compliance reporting requirements.
- Jacobs attended site walks with the Authority and MSI.
- Jacobs is preparing a letter requesting USFWS concurrence for the remaining LMR sites addressed in the BRR and that are not on federal land.
- Jacobs continued environmental analysis of the 9 feasibility sites, including reviewing for STATEX, preparation of a supplement to the BRR, development of FCC 620/621 forms, and preparing exemption packages for sites not subject to SHPO review under the nationwide programmatic agreement.
- Jacobs prepared a letter for USFWS regarding measures for the island fox and submitted it to FEMA on October 4.

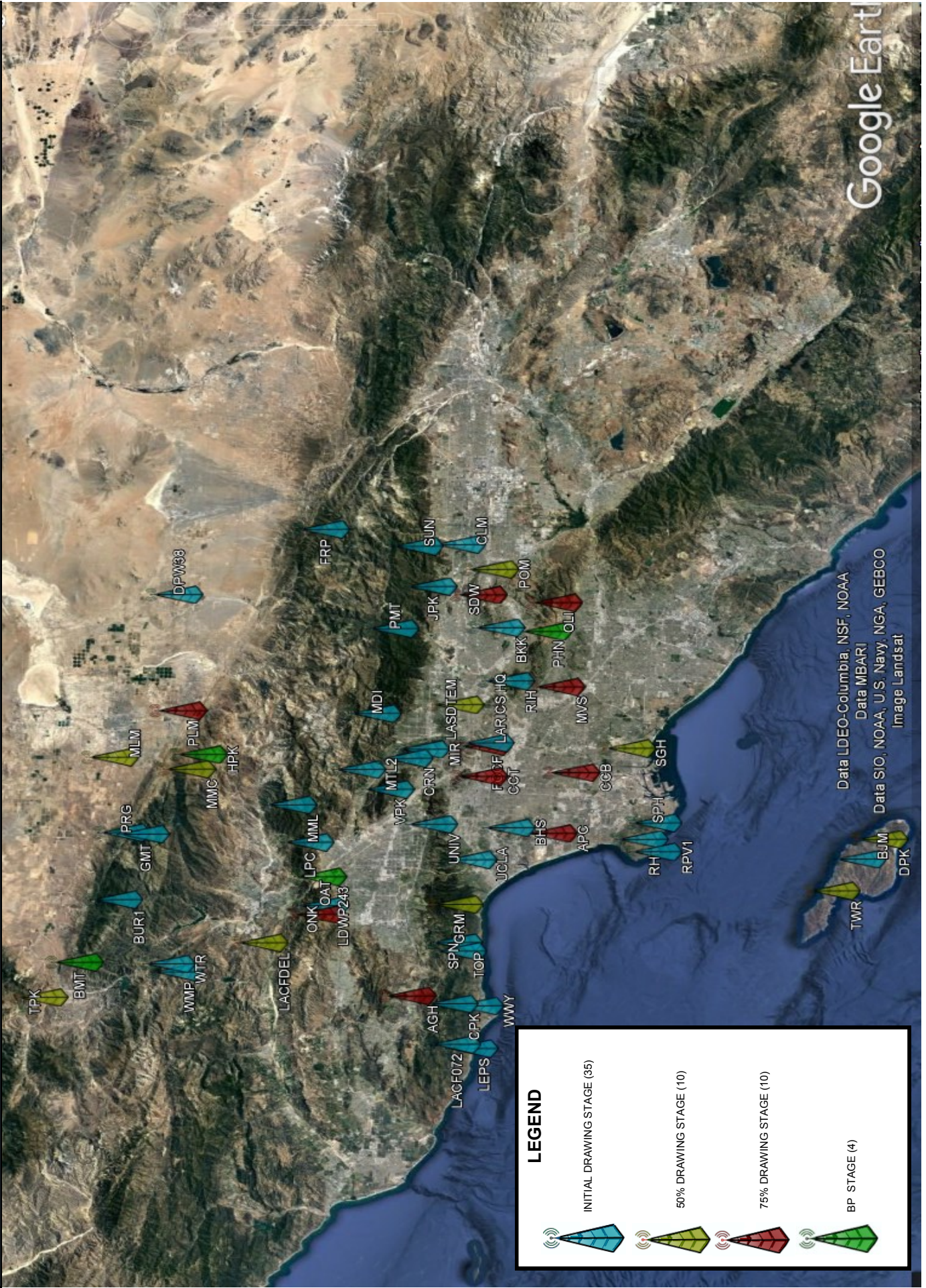
Budget

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

Site/Civil

- As of 10/24/2016 one LMR Building Permit Application has been approved and issued.
- On 9/23/2016 first LMR geotechnical soils boring was performed for Fire Command Center (FCCF) site.
- 38 each 50% CD's have been received for review and approval by the authority as of 10/24/2016.
- 13 each 75% CD's have been received for review and approval by the authority as of 10/24/2016.
- 4 each 100% CD's have been received for review and approval by the authority as of 10/24/2016 and were submitted to LA County Department of Public Works for review and Building Permit issuance.
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED).
- As of 10/24/2016 sixteen (16) executed SAA's are in place.

LMR SITES



LEGEND

- INITIAL DRAWING STAGE (35)
- 50% DRAWING STAGE (10)
- 75% DRAWING STAGE (10)
- BP STAGE (4)

AGENDA ITEM C

LMR Summary Schedule by Phase

Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016												2017												2018												2019												2020											
							O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M																
Total		1344	902	32.89%	09-Nov-15 A	17-Apr-20																																																												
LMR Phase 1		791	349	55.88%	09-Nov-15 A	06-Mar-18																																																												
LMR Phase 2		488	476	2.46%	29-Sep-16 A	30-Aug-18																																																												
LMR Phase 3		443	431	2.71%	29-Sep-16 A	28-Jun-18																																																												
LMR Phase 4a (Site)		496	445	10.28%	29-Sep-16 A	11-Sep-18																																																												
LMR Phase 4b (SI)		418	418	0%	12-Sep-18	17-Apr-20																																																												



Monthly Report #38

Reporting Period: 09/19/16 thru 10/14/16

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM C

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7. LA-RICS Master Schedule	9

1. Executive Summary

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

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

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

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

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

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

On June 2, 2016 the Authority issued **NTP18** authorizing Work to develop Project Descriptions for two LMR sites.

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

This report covers the period from 09/19/16 through 10/14/16

This month’s report for the LA-RICS LMR program covers the reporting period from **09/19/16** through **10/14/16**.

On October 6, 2016 the Authority Board of Directors approved **Amendment 21** to reconcile ten (10) LMR sites to reflect the updated LMR System Design, replace one (1) LMR site with a new site, remove five (5) Project Descriptions from the contract, and make administrative cost changes to one (1) LMR site.

On October 11, 2016 the Authority issued **NTP 19** authorizing specified Work related to Phases 2-4 for nine (9) LMR sites.

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

With the issuance of NTP 19, Motorola began procurement activities for the applicable equipment associated in Phase 2 LMR Site Construction and Site Modification and Phase 3 Supply LMR System Components.

The primary Phase 1 activities for this period include:

LMR System Redesign

System Redesign activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, and incorporation of system redesign parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined.

Site Design Activities






Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project description development and submittals for additional sites, Site Access Agreement exhibits, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. During this period four (4) building permits were submitted with one (1) building permit issued. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, and tower structural analysis for the applicable sites.

LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 18 Site Access Agreements have been executed.

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

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Independent site environmental approvals and Notice To Proceed milestones are under review for determination of schedule impact. Delayed submission of permits and A&E drawings has negatively impacted the schedule. A revised schedule for all phases (1-4) was submitted and formally reviewed 9/8/16. A&E drawing progress is being followed and tracked on a weekly basis.
Quality			Construction drawings process is slow, and additional corrective actions are being put into place. Two additional A&E firms have been incorporated to increase throughput and quality. Continued progress has been made since the last reporting period and is being tracked on a weekly basis.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Scope			Scope is well defined although there may be increased scope associated with the design enhancement recommendations and in construction once geotechnical investigations are complete.
Budget			Current budget reflects contract pricing. True-up process was completed for 9 sites (total of 19) this period. Objective is to true-up sites on a monthly basis to support project schedule.

2. Project Status

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

2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Additional Sites for Consideration Environmental Reviews	In Process
Notice To Proceed for applicable sites	Started
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process

Activity Name	Activity Status
Contract True-up of site designs and equipment for each site	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	Started
Develop Construction Drawings & Approvals	In-Process
Submit Permits Drawings and Approvals	Started

2.2 Tasks Planned for Next Period (10/17/19/16 thru 11/11/16)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Geotechnical Boring	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Site Construction	
Pre- Construction Packages & Site Monitoring (where applicable)	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
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
FEMA Environmental Site Approvals & Construction Waivers	On Going
Review and Approve Zoning and Construction Drawings	On Going
Notice To Proceed for applicable sites	On Plan to Start
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	On Going
LMR System Redesign	
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
Contract True-up of site designs and equipment for each site	On Going
Site Design	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve Zoning Drawings	On Going
Review and Approve Construction Drawings	On Going
Review and Approve Building Permit Packages	On Going
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Plan to Start
Site Construction & Site Monitoring (where applicable)	On Plan to Start
Site Construction Inspection Approvals	On Plan to Start

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active

Title	Assigned	Impact	Risk Description	Status
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release impacts construction schedule and ability to meet grant spending guidelines.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Project Schedule	Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

4. Areas of Concern

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

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

5. Disputes and Claims

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

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

6. Financial Status

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

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

7. LA-RICS Master Schedule

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

(See attached LMR Executive Project Summary Snapshots)

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017												
							F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A						
Total		04-Feb-14 A	27-Mar-17	86.59%	105	256	[Gantt bars for total project duration]																																																27-Mar-17
LA_City		04-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bars for LA_City activities]																																																10-Oct-16 A
LA.LAPD077		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPD077]																																																22-Jul-16 A
LA.LAPDDVN		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDDVN]																																																22-Jul-16 A
LA.LAPDFTH		12-Mar-14 A	08-Jun-16 A	100%	0		[Gantt bar for LA.LAPDFTH]																																																08-Jun-16 A
LA.LAPDHLB		04-Mar-14 A	23-May-16 A	100%	0		[Gantt bar for LA.LAPDHLB]																																																23-May-16 A
LA.LAPDHWD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDHWD]																																																08-Jul-16 A
LA.LAPDMIS		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDMIS]																																																29-Jul-16 A
LA.LAPDNHD		12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bar for LA.LAPDNHD]																																																10-Oct-16 A
LA.LAPDNWT		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bar for LA.LAPDNWT]																																																23-May-16 A
LA.LAPDOLY		10-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDOLY]																																																22-Jul-16 A
LA.LAPDPAC		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDPAC]																																																08-Jul-16 A
LA.LAPDRAM		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDRAM]																																																22-Jul-16 A
LA.LAPDTOP		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDTOP]																																																29-Jul-16 A
LA.LAPDVNS		12-Mar-14 A	08-Aug-16 A	100%	0		[Gantt bar for LA.LAPDVNS]																																																08-Aug-16 A
LA.LAPDWIL		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWIL]																																																29-Jul-16 A
LA.LAPDWLA		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWLA]																																																29-Jul-16 A
LA.LAPDWVD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWVD]																																																08-Jul-16 A
LA.LAPP001		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar for LA.LAPP001]																																																20-Jun-16 A
LA.LDWP243		12-Mar-14 A	05-Aug-16 A	100%	0		[Gantt bar for LA.LDWP243]																																																05-Aug-16 A
LA.SEP		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar for LA.SEP]																																																20-Jun-16 A
LA.SWP		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.SWP]																																																27-Jun-16 A
LA.VPC		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.VPC]																																																27-Jun-16 A
LA_County		21-Feb-14 A	30-Dec-16	93.66%	46	315	[Gantt bars for LA_County activities]																																																30-Dec-16
LA.BMT		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar for LA.BMT]																																																15-Jul-16 A
LA.CCT		12-Mar-14 A	08-Aug-16 A	100%	0		[Gantt bar for LA.CCT]																																																08-Aug-16 A
LA.CEN		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar for LA.CEN]																																																15-Jul-16 A
LA.FCCF		12-Mar-14 A	05-Aug-16 A	100%	0		[Gantt bar for LA.FCCF]																																																05-Aug-16 A
LA.LACHAR		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar for LA.LACHAR]																																																15-Jul-16 A
LA.LACOLV		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.LACOLV]																																																27-Jun-16 A

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017											
							F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A					
LA.LACUSC		12-Mar-14 A	30-Dec-16	93.52%	46	315	[Gantt bars for LA.LACUSC: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LAN		12-Mar-14 A	11-Jul-16 A	100%	0		[Gantt bars for LA.LAN: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDALD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bars for LA.LASDALD: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDCSN		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bars for LA.LASDCSN: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDIDT		12-Mar-14 A	08-Jun-16 A	100%	0		[Gantt bars for LA.LASDIDT: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDLKD		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bars for LA.LASDLKD: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDLNX		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bars for LA.LASDLNX: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDNCC		12-Mar-14 A	01-Jun-16 A	100%	0		[Gantt bars for LA.LASDNCC: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDNWK		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bars for LA.LASDNWK: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDPRV		12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bars for LA.LASDPRV: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDSCV		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bars for LA.LASDSCV: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDSDM		21-Feb-14 A	01-Jul-16 A	100%	0		[Gantt bars for LA.LASDSDM: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LASDTEM		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bars for LA.LASDTEM: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.LHS		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bars for LA.LHS: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.MLM		12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bars for LA.MLM: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.ONK		12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bars for LA.ONK: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.PHN		12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bars for LA.PHN: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.PLM		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bars for LA.PLM: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.RANCHO		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bars for LA.RANCHO: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.SLA		12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bars for LA.SLA: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.WAL		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bars for LA.WAL: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.WHD		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bars for LA.WHD: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
Independent Cities		04-Feb-14 A	30-Dec-16	93.58%	46	315	[Gantt bars for Independent Cities: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.ARCPD01		04-Feb-14 A	23-May-16 A	100%	0		[Gantt bars for LA.ARCPD01: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.AZPD001		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bars for LA.AZPD001: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.CLM		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bars for LA.CLM: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.CPTFD04		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bars for LA.CPTFD04: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.ELMNTPD		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bars for LA.ELMNTPD: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.FS5		12-Mar-14 A	01-Jun-16 A	100%	0		[Gantt bars for LA.FS5: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															
LA.GARD001		12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bars for LA.GARD001: Summary (blue), Actual Work (blue), Remaining Work (green), Critical Remaining (red)]																																															



Monthly Report - #32

Reporting Period: 09/19/16 thru 10/14/16

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 to include six (6) indoor emission tests at identified sites.

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






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

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

This report covers the period from 9/19/16 to 10/14/16

No Amendments or Notices To Proceed (NTP) were issued during this period.

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			The balance of training and final documentation is impacting the schedule completion date. Planned system upgrades limit the ability for the Authority to utilize the PSBN depending on the specific upgrade performed.
Quality			MSI completed the adjustments to reduce high interference levels on multiple sites. No major quality issues to report this period.
Risk			Authority managed construction is in progress for the SCE Cell on Wheel sites. Progress of construction completion may impact COW site completion by 12/31/16.
Scope			
Budget			Authority has not yet authorized payment for excess equipment that was ordered by Authority and delivered prior to any stop work notices.

2. Project Status

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

2.1 Tasks In-Progress and Completed

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

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

Activity Name	Activity Status
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test	In Progress
LTE EPC & SMMS Software Upgrades	Started
COW Sites Install, Configuration, Commissioning / Test	In Progress
Site acceptance testing punch list resolution	Completed
Closeout documents & as-built drawings	In Progress
LTE Training (Wave 1 complete / Wave 2 scheduled)	In Progress
PSBN Acceptance Test Documentation	In Progress

2.2 Tasks Planned for Next Period (10/17/16 thru 11/11/16)

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

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

2.3 Authority Look-Ahead Tasks (120-Day)

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

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

Activity Name	Start
PSBN Site Equipment Inspections	As needed
Cluster Tuning and Testing Review	In Progress (TBD)
PSBN Training Attendance	In Progress
PSBN As-Built Documentation Review	In Progress

3. Project Risk Register

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

Title	Assigned	Impact	Risk Description	Status
Equipment Order NTPs	LA-RICS	High	NTP for core spare equipment. At this time there are no spares for the primary EPC. Spares can take up to 16 weeks for delivery.	Unknown, Authority to Provide Status

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
24-01	Final Site Documentation	MSI construction subcontractors have been very slow in delivering final site documentation which may impact delivery delay.
27-01	High Interference Levels on Multiple Sites	MSI completed the correction of the high interference levels at specific sites.
28-01	Asset Mgt System Sign-Off	ATP for IMTS has been ongoing for over a year. Same system is in use by LMR project and was accepted. MSI concluded its testing and is requesting acceptance or resolution to any disputed test results.
28-02	System ATP Reviews	ATP review process has been ongoing since 9/1/2015. Need technical teams to reach agreement so system ATPs can be concluded. Technical teams have reached an agreement on site ATPs, tests were completed in August. MSI and Authority are reviewing all other punch list items and items under dispute for final system close out on 12/31/16.

5. Disputes and Claims

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

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

6. Financial Status

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

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 100,248,645
Cumulative Invoice Payments from Last Report	(\$ 74,045,452)
Total Invoice Payments This Period	(\$ 1,622,011)
Remaining Amount to be Paid	\$ 24,581,182

7. LA-RICS PSBN Project Schedule

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

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See attached PSBN Summary Schedule (PDF file)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

November 3, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff
Interim Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Demonstration to California First Responder Network (CalFRN) Board</i>	October 5, 2016
<i>Presentation to the International Association of Chiefs of Police (IACP)</i>	October 17, 2016
<i>Site Visit to Harris County, Texas</i>	October 18 & 19, 2016
<i>Rancho Palos Verdes City Officials</i>	October 26, 2016
<i>California Public Safety Radio Association (CPRA) Table Top Demonstration</i>	October 27, 2016

Interim Executive Director John Radeleff and representatives from the LA-RICS Team provided a demonstration to the California First Responder Network (CalFRN) immediately following their monthly Board Meeting that was hosted by LA-RICS.

Interim Executive Director John Radeleff attend the International Association of Chiefs of Police (IACP) where he provided an update on LA-RICS. The update was well received.

AGENDA ITEM D

The LA-RICS Team visited with Harris County, Texas Public Safety Officials. They are one of the early builders further along than others, and our team was able to see their deployment activities first hand as well as their use of applications with body cameras, in vehicle routers and back seat cameras.

Representatives from the LA-RICS Team met with members of the Rancho Palos Verdes City Planning Department to discuss infrastructure concerns at the Rancho Palos Verdes City Hall proposed LMR site.

The LA-RICS Team also attended the California Public Safety Radio Association (CPRA) Table Top event where staff provided a static display and demonstration to attendees.

Lastly, ongoing meetings with the LA-RICS Communication Team to discuss finalization of recommended changes to our current Outreach Plan continues, which includes LA-RICS social media presence, website and print material updates.

WST:pl



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

November 3, 2016

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

Dear Directors:

**AMENDMENT NO. 8 FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

SUBJECT

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 8 to the Professional Broadband Engineering Consulting Services Agreement with Televate, LLC (Televate) to (1) extend the term of the contract with Televate to January 31, 2017, to allow Televate to continue assisting the Authority with the Public Safety Broadband Network (PSBN) Warranty Period closeout work; and (2) increase the Maximum Contract Sum by \$360,000 for this work through January 31, 2017. Amendment No. 8 will be substantially similar in form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an extension to the term of the Televate Agreement to January 31, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work.
2. Approve an increase to the Maximum Contract Sum in the amount of \$360,000, increasing the Maximum Contract Sum amount from \$7,286,978 to \$7,646,978 to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work through January 31, 2017.

AGENDA ITEM E

3. Delegate authority to the Interim Executive Director to execute Amendment No. 8, substantially similar in form to the Enclosure.

BACKGROUND

On September 30, 2015, the Authority received a 90-day Administrative Extension from National Telecommunications and Information Administration (NTIA), which allowed the Authority to continue completion of the PSBN system. Further, the United States Congress passed a bill which was signed by the President that extended the expenditure deadline for Broadband Technology Opportunities Program (BTOP) recipients, including LA-RICS, through the Federal Fiscal-Year 2020. This extension permitted LA-RICS to work with the federal grantor to spend the remaining BTOP grant funds to further expand the construction of the PSBN Project in addition to continuing efforts on initial buildout and subsequent close out period.

On August 4, 2016, your Board approved Amendment No. 7 to the Televate Agreement, which contemplated, among other things, an extension until December 30, 2016, to allow the Televate to continue with PSBN project and assist with PSBN Round 2, until such time as the Authority received a formal grant augmentation, at which time the Authority would return to your Board with an amendment to the Televate contract for such PSBN Round 2 work.

On August 23, 2016, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 18 to PSBN Agreement No. LA-RICS 008 with Motorola Solutions, Inc. (Motorola), which contemplated, among other things, a no-cost extension to the PSBN Warranty Period until December 31, 2016.

On October 5, 2016, the PSBN Round 2 Project Implementation Plan (PIP) was submitted to the NTIA for approval. The plan contemplated the proposed PSBN Round 2 work and corresponding budget to allow the Authority to continue its efforts and progress to the expansion of the PSBN system.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to extend the term of Televate Agreement to January 31, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period close out work.

As the PSBN Warranty Period is concluding, there is still a certain amount of broadband engineering work the Authority requires from Televate, such as PSBN upgrade validation (Revision 9 and / or Revision 11), optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), Rose Parade support, etc. Although the

PSBN Warranty Period is slated to expire on December 31, 2016, the Authority requires Televate's assistance through January 31, 2017, at minimum, to validate contract close out documentation to ensure that all PSBN Warranty Period criteria was met in a manner consistent with the PSBN Agreement with Motorola.

FISCAL IMPACT/FINANCING

An increase to Televate's Agreement in the amount of \$360,000 will increase the Maximum Contract Sum amount from \$7,286,978 to \$7,646,978.

All contract costs related to the services rendered under Amendment No. 8 will be reimbursed under the BTOP grant and/or the State Homeland Security Grant Program (SHSGP), respectively.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director will execute Amendment No. 8, substantially similar in form to the Enclosure.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER EIGHT

TO AGREEMENT NO. 004

PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

This Amendment Number Eight (together with all exhibits, attachments, and schedules hereto, "Amendment No. 8") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of November _____, 2016 based on the following recitals:

RECITALS

Authority and Consultant have entered into that certain Agreement No. 004 for professional broadband engineering consulting services, dated as of April 18, 2011 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of August 4, 2011, to replace Exhibit A (Scope of Work) to provide for design review services throughout the entire scope of the project, including the preparation of a Request for Proposals through system implementation.

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

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

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

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

The Agreement has been previously amended by Amendment Number Six, effective December 22, 2015, to (a) extend the contract term to September 30, 2016, to ensure that the Phase 1 Work for PSBN Sites related to the CAP Response is completed; (b) increase Televate's scope of work to provide additional technical support including, but not limited to, developing new policies and procedures, increase the level of effort in Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding; (c) increase the Maximum Contract Sum by \$1,400,000 to contemplate the increased scope of work and extended contract term; and (d) make certain other revisions.

The Agreement has been previously amended by Amendment Number Seven, effective August 15, 2016, to (a) extend the term of the contract to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal grant augmentation for PSBN Round 2 from the National Oceanic and Atmospheric Administration (NOAA) and the National Telecommunications and Information Agency (NTIA); and (b) increase the Maximum Contract Sum by \$189,975 to assist the Authority with the development of the PSBN Round 2 plan and design until September 30, 2016.

Authority and Consultant desire to further amend the Agreement to (a) extend the term of the contract to January, 31, 2017, to continue assisting the Authority with PSBN Warranty Period closeout work, which includes but is not limited to, PSBN upgrade validation (Revision 9 and/or Revision 11), review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close out items (if any), Rose Parade support, small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support, for a cost increase in the amount of \$360,000; (b) increase the Maximum Contract Sum by \$360,000 from \$7,286,978 to \$7,646,978 for the Warranty Period closeout work through January 31, 2017; and (d) make other certain changes as set forth in this Amendment No. 8.

This Amendment No. 8 is authorized under Section 6 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 8, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 8 refer to sections of the Agreement, as amended by this Amendment No. 8.
2. Amendments to Agreement.
 - 2.1 The parties agree and acknowledge that the term set forth in Section 7 (Term) of the Agreement is extended until to January 31, 2017, which is incorporated herein by this reference.
 - 2.2 Section 8 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced with the following:
 8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Seven Million, Six Hundred Forty-Six Thousand, Nine Hundred Seventy-Eight Dollars (\$7,646,978).
3. Amendments to Agreement Exhibits.
 - 3.1 Exhibit D (Administration of Agreement) is deleted in its entirety and replaced with Exhibit D (Administration of Agreement), attached to this Amendment No. 8, which is incorporated by this reference.
4. This Amendment No. 8 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1 An authorized agent of Contractor has executed this Amendment No. 8;
 - 4.2 Counsel to the Authority has approved this Amendment No. 8 as to form;
 - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 8; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 8.
5. Except as expressly provided in this Amendment No. 8, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Consultant and the person executing this Amendment No. 8 on behalf of Consultant represent and warrant that the person executing this Amendment No. 8 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 8, and that all requirements of Consultant to provide such actual authority have been fulfilled.

7. This Amendment No. 8 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 EIGHT
TO AGREEMENT NO. 004
FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 8 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

TELEVATE, LLC

By: _____

John Radeleff
Interim Executive Director

By: _____

Joe Ross
Senior Partner

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

ADMINISTRATION OF AGREEMENT**1. Authority Key Personnel****1.1 Authority Project Director**

John Radeleff
LA-RICS Interim Executive Director
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
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Authority Project Director Designees

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1.2 Authority Project Manager

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2. Contractor Key Personnel**2.1 Contractor Project Director**

Joseph J. Ross
Senior Partner
8229 Boone Boulevard, Suite 720
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Telephone No.: (703) 639-4202
Email: jross@televate.com

2.2 Contractor Project Manager

Joseph J. Ross
Senior Partner
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2.3 Authorized Agents

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Managing Partner
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Joseph J. Ross
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Telephone No.: (703) 639-4202
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2.4 Contractor's Office

8229 Boone Boulevard, Suite 720
Vienna, VA 22182



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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<http://www.la-rics.org>

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

November 3, 2016

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

Dear Directors:

**AMENDMENT NO. 22 TO THE PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

SUBJECT

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 22 with Jacobs Project Management Co. (Jacobs) to (1) authorize Jacobs to continue assisting the Authority with Public Safety Broadband Network (PSBN) Warranty Period close out work; and (2) increase the Maximum Contract Sum by \$480,000 for this work through January 31, 2017. Amendment No. 22 will be substantially similar form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an increase to the Maximum Contract Sum in the amount of \$480,000, increasing the Maximum Contract Sum amount from \$37,378,957, to \$37,858,957, to allow Jacobs to continue assisting the Authority with the PSBN Warranty close out work through January 31, 2017.
2. Delegate authority to the Interim Executive Director to execute Amendment No. 22 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

AGENDA ITEM F

BACKGROUND

On September 30, 2015, the Authority received a 90-day Administrative Extension from National Telecommunications and Information Administration (NTIA), which allowed the Authority to continue completion of the PSBN system. Further, the United States Congress passed a bill which was signed by the President that extended the expenditure deadline for Broadband Technology Opportunities Program (BTOP) recipients, including LA-RICS, through the Federal Fiscal-Year 2020. This extension permitted LA-RICS to work with the federal grantor to spend the remaining BTOP grant funds to further expand the construction of the PSBN Project in addition to continuing efforts on initial buildout and subsequent close out period.

On August 23, 2016, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 18 to PSBN Agreement No. LA-RICS 008 with Motorola Solutions, Inc. (Motorola), which contemplated, among other things, a no-cost extension to the PSBN Warranty Period until December 31, 2016.

On October 5, 2016, the PSBN Round 2 Project Implementation Plan (PIP) was submitted to the NTIA for approval. The plan contemplated the proposed PSBN Round 2 work and corresponding budget to allow the Authority to continue its efforts and progress to the construction of new sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 22, which would authorize Jacobs to continue assisting the Authority with the PSBN Warranty Period closeout work through January 31, 2017.

As the PSBN Warranty Period is concluding, there is still certain amount of project management work the Authority requires from Jacobs to assist with the closeout of the Warranty Period, testing and optimization, review of and implementation planning for upcoming network upgrades, etc. Although the PSBN Warranty Period is slated to expire on December 31, 2016, the Authority requires Jacobs' assistance through January 31, 2017, at minimum, to validate contract close-out documentation to ensure that all PSBN Warranty Period criteria was met in a manner consistent with the PSBN Agreement with Motorola.

FISCAL IMPACT/FINANCING

An increase to the Jacobs Agreement in the amount of \$480,000 will increase the Maximum Contract Sum from \$37,378,957, to \$37,858,957.

All contract costs related to the services rendered under Amendment No. 22 will be reimbursable under the BTOP grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director will execute Amendment No. 22, substantially similar in form to the enclosed.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER TWENTY-TWO
TO
AGREEMENT FOR CONSULTANT SERVICES

Recitals

This Amendment Number Twenty-Two ("Amendment No. 22") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of November _____, 2016, based on the following recitals:

Authority and Consultant have entered into that certain Agreement for Consultant Services, dated as of March 29, 2012 (together with all attachments and appendices thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of May 15, 2012, to engage Consultant to perform certain work under Preliminary Phase, which was originally contemplated under Phase 1, and to adjust the Consultant's Staffing Plan accordingly, all as further described in Amendment Number One.

The Agreement has been previously amended by Amendment Number Two, effective as of June 4, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Two.

The Agreement has been previously amended by Amendment Number Three, effective as of July 2, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was not originally contemplated and constituted new scope, and to adjust Consultant's Staffing Plan, resource level effort, and additional costs accordingly, all as further described in Amendment Number Three, which increased the Maximum Contract Sum by \$1,546,933 from \$20,871,260 to \$22,418,193.

The Agreement has been previously amended by Amendment Number Four, effective as of September 21, 2012, to engage the Consultant to perform certain work under the Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Four.

The Agreement has been previously amended by Amendment Number Five, effective as of January 1, 2013, to reallocate the level of effort between LTE Project activities and LMR Project activities, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Five.

The Agreement has been previously amended by Amendment Number Six, effective as of May 31, 2013, to include work for Negotiation and Outreach activities for both the LMR and LTE Systems, to reallocate the level of effort between the Preliminary Phase and subsequent phase activities for the LMR and LTE Systems, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Six.

The Agreement has been previously amended by Amendment Number Seven, effective as of September 5, 2013, to separate the Scope of Work into two separate projects, defined as the LMR System project and the LTE System project, to make revisions to the Agreement as necessary to reflect such two separate projects, to add additional work to Phase 1 of the LMR System project and the Preliminary Phase of the LTE System project, which was not previously contemplated and constituted new scope, and adjust Consultant's Staffing Plan, associated resource levels of effort, and additional cost accordingly to reflect two LA-RICS projects, all as further described in Amendment Number Seven, which increased the Maximum Contract Sum by \$4,889,427 from \$22,418,193 to \$27,307,620.

The Agreement has been previously amended by Amendment Number Eight, effective as of December 12, 2013, (a) to include work to deliver certain LTE Project Description documents for 232 project sites in the LTE System, (b) to reallocate the level of effort between the Preliminary Phase and Phase 1 activities for the LTE System, and (c) to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Eight, which corrected the Maximum Contract Sum to \$27,317,585.

The Agreement has been previously amended by Amendment Number Nine, effective as of March 11, 2014, to (a) perform certain environmental work including but not limited to, preparing and delivering a CEQA-compliant Environmental Impact Report (EIR) and a NEPA-compliant Environmental Assessment (EA) as well as perform various biological and cultural resource surveys and reports for the LMR Project work under the LMR Project Phase 1, System Design, as described in the Scope of Work, (b) adjust the Appendix A-2 (Staffing Plan) accordingly, and (c) increased the Maximum Contract Sum to account for the scope of work in the amount of \$2,862,080 from \$27,317,585 to \$30,179,665.

The Agreement has been previously amended by Amendment Number Ten, effective May 14, 2014, to reallocate the level of effort between phases of the LMR Project, and to adjust Appendix A-2 (Staffing Plan) accordingly to reflect the reallocation of such levels of effort.

The Agreement has been previously amended by Amendment Number Eleven, effective as of June 5, 2014, to (a) perform certain Cultural Resources environmental work as described in the Scope of Work due to the Authority's increased need for environmental support, and (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for

the increase in scope of work in the amount of \$306,600 from \$30,179,665 to \$30,486,265.

The Agreement has been previously amended by Amendment Number Twelve, effective August 21, 2014, to (a) perform certain environmental work for the LTE System project including, but not limited to, (1) conducting a CEQA statutory exemption analysis and prepare and deliver a Notice of Exemption, (2) preparing and delivering a supplemental NEPA-compliant Environmental Assessment (EA); and (3) increase the level of environmental compliance monitoring efforts to accommodate the compressed construction schedule; all of which is described in the Scope of Work due to the Authority's increased need for environmental support, (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for the increase in scope of work in the amount of \$2,011,080 from \$30,486,265 to \$32,497,345.

The Agreement has been previously amended by Amendment Number Thirteen, effective December 31, 2014, to (a) revise Attachment A (Scope of Work) to clarify certain tasks associated with Federal and grant requirements as it relates to the Davis-Bacon Act, (b) to revise Appendix A-2 (Staffing Plan) to reflect an Agreement Budget; (c) revise Attachment B (Rate Schedule) to reflect new positions/staff; and (d) make other certain revisions contemplated in Amendment No. 13.

The Agreement has been previously amended by Amendment Number Fourteen, effective April 16, 2015, to (a) revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds between Phases 1 through 3 for the LMR System to remedy a staff planning error, and (b) to revise Attachment D (Administration of Agreement) to reflect changes in the Consultant's Key Personnel, with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Fifteen, effective May 21, 2015, to (a) reduce the cost for LTE portion of work by \$789,120, to decrease the level of effort apportioned to the LTE project as proposed in the Authority's response to a Corrective Action Plan issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites; (b) from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose, needs and benefits, provide information about the sites within the impacted areas, and educate the public on important public safety aspects of the project; and (c) to revise Appendix A-2 (Agreement Budget) to reduce the Maximum Contract Sum by \$103,920 (\$789,120 - \$685,200), from \$32,497,345 to \$32,393,425, when taking the smaller scale PSBN project and increased level of outreach efforts into consideration.

The Agreement has been previously amended by Amendment Number Sixteen, effective July 14, 2015, to (a) increase the level of staffing contemplated in the Agreement

to ensure that Work related to the PSBN portion of the Agreement in regards to claims resolution are successfully completed; and (b) revise Appendix A-2 (Agreement Budget) to increase the Maximum Contract Sum by \$249,680 from \$32,393,425 to \$32,643,105, in accordance with the increased level of staffing.

The Agreement has been previously amended by Amendment Number Seventeen, effective September 2, 2015, to (a) increase the scope of work and cost as it relates to the LMR System to perform certain environmental work, including but not limited to, (i) preparing and delivering nine (9) NEPA-compliant Environmental Assessment (EA) for broken down as follows: three (3) site-specific EAs for sites on non-Federal land and six (6) EAs for sites on federal land administered by six (6) different Federal agencies related to the Land Mobile Radio (LMR) System; (ii) perform the various biological and cultural resource (including historical, architectural history, archeological and/or paleontological) surveys, record search and reports required for the various EAs; (iii) increase the scope of environmental compliance monitoring to oversee and coordinate the activities of the LMR Contractor; (iv) all in the amount of \$3,442,250; (b) revise Attachment A (Scope of Work) to reflect the increased environmental work; (c) reallocate funds from subsequent phases to Phase 1 to continue Phase 1 LMR activities while environmental work is in progress in an amount of \$1,961,996; (d) reflect a reduction in costs by identifying various staff efficiencies in subsequent phases for a cost savings in the amount of \$2,443,700; and (e) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$2,960,546, ($\$3,442,250 + \$1,961,996 - \$2,443,700$ when taking increases and cost savings into consideration) from \$32,643,105 to \$35,603,651, to contemplate the increased scope and level of effort related to the environmental work.

This Agreement has been previously amended by Amendment Number Eighteen, effective September 10, 2015, to (a) increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide outreach associated with the CEQA/NEPA environmental component of the project; (b) revise Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by a not to exceed amount of \$150,000 from \$35,603,651 to \$35,753,651, to contemplate the increased scope and level of effort related to the increased outreach activities for work performed from the effective date of this Amendment No. 18 to October 1, 2015.

The Agreement has been previously amended by Amendment Number Nineteen, effective October 9, 2015, to (a) reflect an increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide outreach associated with the CEQA/NEPA environmental component of the project; (b) revise

Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$1,255,765 from \$35,753,651 to \$37,009,416, to contemplate the increased scope and level of effort related to the increased outreach activities.

The Agreement has been previously amended by Amendment No. 20, effective April 26, 2016, to revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds in the amount of \$139,902 between Phase 4 of the LMR System to Phase 4 of the Consultant's LTE System budget to ensure that the Consultant has sufficient funds for Work up to June 30, 2016, with no increase to the Maximum Contract Sum as the Authority has secured an informal no-cost BTOP Grant extension through this period. As such, the Maximum Contract Sum cannot be increased until such time as a formal grant budget augmentation is achieved.

The Agreement has been previously amended by Amendment No. 21, effective July 13, 2016, to (a) revise Appendix A-2 (Agreement Budget) to shift funds in the amount of \$1,274,360 for the LMR project of the Agreement for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), Phase 4 (System Implementation) to Phase 1 (System Design) to ensure the Jacobs contract has sufficient funds to cover Phase 1 activities due to extended design activities related to certain federal sites; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$369,541 for LTE Work related to the development of the Round 2 buildout of the PSBN for July 2016 through September 2016; (c) revise Attachment B (Rate Schedule) to reflect changes to Jacobs staffing, and (d) to revise Attachment D (Administration of Agreement) to reflect changes in Jacobs management assigned to the LA-RICS project; (e) increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957 to contemplate the increased scope and level of effort related to development of the PSBN Round 2 buildout.

The Authority and Consultant desire to further amend the Agreement to (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which include but are not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until January 31, 2017, for a cost increase in the amount of \$480,000 (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$480,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$480,000 from \$37,378,957, to \$37,858,957.

This Amendment No. 22 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 22, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 22. Unless otherwise noted, section references in this Amendment No. 22 refer to sections of the body of the Agreement, as amended by this Amendment No. 22.

2. Section 3.1, under Consideration, of the Agreement, is deleted in its entirety, and is replaced by the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Thirty-Seven Million, Eight Hundred Fifty-Eight Thousand, Nine Hundred Fifty-Seven Dollars (\$37,858,957).

3. Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety, and is replaced by Appendix A-2 (Agreement Budget), dated November 2016, attached to this Amendment No. 22 and incorporated by this reference.

4. This Amendment No. 22 shall become effective as of the date identified in the recitals, which is the date upon which:

4.1 An authorized officer of Consultant has executed this Amendment No. 22;

4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 22, if required;

4.3 Los Angeles County Counsel has approved this Amendment No. 22 as to form; and

4.4 The Interim Executive Director of the Authority has executed this Amendment No. 22.

5. Except as expressly provided in this Amendment No. 22, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

6. Consultant and the person executing this Amendment No. 22 on behalf of Consultant represent and warrant that the person executing this Amendment No. 22 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 22, and that all requirements of Consultant to provide such actual authority have been fulfilled.

7. This Amendment No. 22 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
8. This Amendment No. 22 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

**AMENDMENT NUMBER TWENTY-TWO TO
AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 22 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

JACOBS PROJECT MANAGEMENT CO.

By: _____

John Radeleff
Interim Executive Director

By: _____

Issam Khalaf
Vice President
West Division PMCM

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

**APPENDIX A-2
AGREEMENT BUDGET**

**Los Angeles Regional Interoperable Communications Systems
(LA-RICS)**

LMR SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$16,298,167
Phase 2 – Site Construction and Site Modification	\$3,151,913
Phase 3 – Supply LMR System Components	\$433,020
Phase 4 – System Implementation	\$4,298,707
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	\$600,050
LMR System Total	\$27,122,895

LTE SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$1,191,912
Phase 2 – Site Construction and Site Modification	\$5,288,848
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$1,742,877
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$578,033
LTE System Total	\$10,736,062

MAXIMUM CONTRACT SUM	37,858,957
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**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

November 3, 2016

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

Dear Directors:

**APPROVE AMENDMENT NO. 22 TO AGREEMENT NO. LA-RICS 007 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
LAND MOBILE RADIO SYSTEM**

SUBJECT

Board approval is requested to execute Amendment No. 22 to revise Agreement No. LA-RICS 007 (Agreement) to contemplate the reconciliation of three (3) Land Mobile Radio (LMR) System Sites to reflect the updated LMR System Design; this action results in an increase to the Maximum Contract Sum by \$476,676. Amendment No. 22 will be substantially similar in form to the enclosed.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that (a) approval of the changes necessary to reflect the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.

AGENDA ITEM G

2. Approve Amendment No. 22 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$476,676.
3. Authorize an increase to the Maximum Contract Sum by \$476,676, when taking the cost increase into consideration from \$285,950,390 to \$286,427,066.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 22.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 22, in substantially similar form, to the enclosed Amendment (Enclosure).

BACKGROUND

The Authority continues to work closely with Motorola on the reconciliation of sites to align with the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to reconcile certain Work, equipment, and corresponding costs for certain LMR System Sites to reflect the updated design. This Amendment No. 22 reflects the most recent set of sites that have been reconciled.

On March 29, 2016, your Board certified the EIR for the LA-RICS LMR System (State Clearinghouse Number 2014081025); adopted a Mitigation Monitoring Plan (MMP) as a condition of project approval; adopted Findings of Fact and Statement of Overriding Considerations for the Project; and authorized the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at 44 LMR sites, including the three (3) LMR System Sites contemplated for reconciliation to align with the updated LMR System Design.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the recommended actions are within the scope of the Environmental Impact Report previously certified by the Board for the LA-RICS for the LMR system and authorize the inclusion of the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design; and (b) all actions increasing the Maximum Contract Sum by \$476,676.

As a result of the membership opt outs and redesign efforts to date, it is necessary to reconcile the Work and equipment at three (3) LMR System Sites to reflect the updated LMR System Design. Such reconciliations include, but are not limited to, changes in the type of antenna support structure, shelter, generator, battery, etc. Further, the redesign has necessitated changes in the equipment counts and configuration (e.g. antennas,

bay stations, equipment racks, and other auxiliary communications equipment) at particular sites to align with the new design.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 22 will increase the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at the three LMR System Sites contemplated for reconciliation were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these three LMR System Sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impact analyzed or to the circumstances under which the project is undertaken for these three LMR System sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Following the Board's March 29, 2016 approval of the LMR System Project, the Authority filed a Notice of Determination (NOD) with the County Clerk for the sites pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines. Upon the Board's approval of the recommended actions for the contract amendment for the three (3) reconciled LMR System Sites, the Authority will file a Notice of Determination with the County Clerk pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

CONCLUSION

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

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA

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Enclosure

c: Counsel to the Authority

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

Recitals

This Amendment Number Twenty-Two (together with all exhibits, attachments, and schedules hereto, "Amendment No. 22") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of November _____, 2016, based on the following recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agreement has been previously amended in Amendment No. Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2

(Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in this Amendment No. 21.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect (a) reconciliation of three (3) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$476,676; (b) increasing the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration; and (c) make other certain changes as set forth in this Amendment No. 22.

This Amendment No. 22 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. 22, 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. 22 refer to sections of the Base Document, as amended by this Amendment No. 22.
2. LMR System Site Reconciliation. The parties agree and acknowledge to reconcile three (3) LMR System Sites and all corresponding Work and Components to reflect the updated LMR System Design for these sites. The costs associated with these three (3) LMR System Sites are included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 4.6 of this Amendment No. 22, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

RECONCILIATION OF LMR SYSTEM SITES – AMENDMENT NO. 22		
Item No.	Site ID	Site Description
2.1	MMC	Mount McDill
2.2	RIH	Rio Hondo
2.3	SPN	Saddle Peak

3. Amendments to the Base Document.

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

8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Six Million, Four Hundred Twenty-Seven Thousand, Sixty-Six Dollars (\$286,427,066), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Seventy-Four Million, Eight Hundred Forty-One Thousand, Nine Hundred Sixty-Six Dollars (\$274,841,966). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 22, which is incorporated by this reference.

4.2 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. 22, 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. 22, 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. 22, which is incorporated by this reference.

- 4.6 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated September 2016, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated October 2016, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
- 4.7 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) attached to this Amendment No. 22, which is incorporated by this reference.
5. This Amendment No. 22 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. 22;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 22 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. 22; and
 - 5.4 The Executive Director of the Authority has executed this Amendment No. 22.
6. Except as expressly provided in this Amendment No. 22, 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. 22 on behalf of Contractor represent and warrant that the person executing this Amendment No. 22 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 22, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 22 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER TWENTY-TWO
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. 22 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 Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY					
Summary	Unilateral Option Sum	Unused Credits (Note 2)	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 9,517	\$ 43,452,398	\$ 3,123,023	\$ 40,329,375
Phase 2	\$ -	\$ 337,720	\$ 38,380,617	\$ 3,728,671	\$ 34,651,945
Phase 3	\$ -	\$ 212,620	\$ 46,079,672	\$ 3,429,022	\$ 42,650,650
Phase 4	\$ -	\$ -	\$ 27,705,090	\$ 2,707,137	\$ 24,997,953
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 256,333	\$ 155,617,777	\$ 12,987,853	\$ 142,629,923
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 256,333	\$ 155,617,777	\$ 12,987,853	\$ 198,528,441
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ -	\$ 130,400	\$ 1,173,600
SUBTOTAL	\$ 130,552,956	\$ 256,333	\$ 155,617,777	\$ 20,453,297	\$ 265,717,435
TOTAL CONTRACT SUM:	\$155,617,777				
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$286,427,066				
<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.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.2.2		Site Construction							
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ -	\$ 1,146,012	\$ 114,601	\$ 1,031,411
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ -	\$ 473,456	\$ 47,346	\$ 426,110
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ -	\$ 171,831	\$ 17,183	\$ 154,648
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ -	\$ 620,065	\$ 62,006	\$ 558,058
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal1 Fire Camp		\$ -	\$ -	\$ -	\$ 469,641	\$ 46,964	\$ 422,677
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	\$ -	\$ 441,981	\$ 44,198	\$ 397,783
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
B.2.2	MAM	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		\$ -	\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ -	\$ 385,948	\$ 38,595	\$ 347,354
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ -	\$ 375,048	\$ 37,505	\$ 337,543
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ -	\$ 549,474	\$ 54,947	\$ 494,526
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ 337,720	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ -	\$ 436,288	\$ 43,629	\$ 392,659
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ -	\$ 438,967	\$ 43,897	\$ 395,071
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		\$ -	\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ -	\$ 623,539	\$ 62,354	\$ 561,185
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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		\$ -	\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Site Construction and Modifications Site Detail				\$ -	\$ -	\$ 337,720	\$ 17,011,905	\$ 1,701,190	\$ 15,310,714
ADDITIONAL SITES (AMENDMENT NO. 10)									
B.2.2		Site Construction							
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF136	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ 187,439	\$ 18,744	\$ 168,695
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ -	\$ 340,017	\$ 34,002	\$ 306,015
ADDITIONAL SITES (AMENDMENT NO. 17)									
B.2.2		Site Construction							
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ -	\$ 380,676	\$ 38,068	\$ 342,608
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ -	\$ 277,959	\$ 27,796	\$ 250,163
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ -	\$ 489,467	\$ 48,947	\$ 440,520
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,049	\$ 594,437
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ -	\$ 2,021,991	\$ 202,199	\$ 1,819,792
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ -	\$ 80,264	\$ 8,026	\$ 72,238
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ 451,070	\$ 45,107	\$ 405,963
B.2.2	MIR	Mirador		\$ -	\$ -	\$ -	\$ 407,516	\$ 40,752	\$ 366,764
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ -	\$ 476,231	\$ 47,623	\$ 428,608
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ -	\$ 346,967	\$ 34,697	\$ 312,270
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ 241,099	\$ 24,110	\$ 216,989
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ -	\$ 187,257	\$ 18,726	\$ 168,531
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ -	\$ 2,027,826	\$ 202,783	\$ 1,825,043
B.2.2	PWT	Portshead Tank		\$ -	\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ -	\$ 474,506	\$ 47,451	\$ 427,055
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ -	\$ 10,495,567	\$ 1,049,557	\$ 9,446,010
		Project Management	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Lease Costs		\$ -	N/A	\$ -	\$ -	\$ -	\$ -
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.2.2		Phase 2 Completion Acceptance		\$ -	\$ -	\$ -	\$ 8,963,268	\$ 896,327	\$ 8,066,941
ADDITIONAL SITE (AMENDMENT NO. 21)									
B.2.2		Site Construction							
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362
Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)				\$ -	\$ -	\$ 337,720	\$ 38,380,617	\$ 3,728,671	\$ 34,651,945

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

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

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

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

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

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ (1,192,271)	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ 548,260	\$ 54,826	\$ 493,434
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ (525,736)	\$ 482,925	\$ -	\$ 171,631	\$ 45,509	\$ 36,032	\$ -	\$ 736,097	\$ -	\$ 736,097
B.3.2 to B.3.6	BRK	Blue Rock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BUR	Burnt Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BVG	Beverly Glen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CCB	Compton Court Building	\$ -	\$ (522,576)	\$ 482,398	\$ 171,692	\$ -	\$ 80,244	\$ 36,176	\$ -	\$ 770,510	\$ -	\$ 770,510
B.3.2 to B.3.6	CEP	Century Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CLM	Claremont	\$ -	\$ -	\$ -	\$ 205,482	\$ 79,880	\$ 45,667	\$ 30,252	\$ -	\$ 361,282	\$ 36,128	\$ 325,154
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ (471,732)	\$ 548,134	\$ 318,690	\$ 381,450	\$ 80,765	\$ 51,596	\$ -	\$ 908,903	\$ 90,890	\$ 818,013
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ (471,732)	\$ 483,521	\$ 198,377	\$ 427,813	\$ 80,964	\$ 39,606	\$ -	\$ 758,549	\$ 75,855	\$ 682,694
B.3.2 to B.3.6	ELSGDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ 241,403	\$ -	\$ 79,904	\$ 45,708	\$ 27,363	\$ -	\$ 394,379	\$ 39,438	\$ 354,941
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ 45,708	\$ 64,131	\$ -	\$ 1,191,740	\$ 119,174	\$ 1,072,566
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ (975,300)	\$ 917,311	\$ 145,772	\$ 296,409	\$ 45,509	\$ 46,753	\$ -	\$ 1,451,754	\$ -	\$ 1,451,754
B.3.2 to B.3.6	JPK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF028	FS 28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS 72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACF077	FS 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACF099	FS 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF119	FS 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF144	FS 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF149	FS 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF157	FS 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF196	FS 169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFCP09	CP-9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFDEL	Del Valle Training	\$ -	\$ -	\$ 372,867	\$ 91,920	\$ 164,574	\$ -	\$ 32,590	\$ -	\$ 661,951	\$ 66,195	\$ 595,756
B.3.2 to B.3.6	LAH	LA City Hall ^(Note 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 431,751	\$ 74,185	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 613,252	\$ -	\$ 613,252
B.3.2 to B.3.6	MAM	Magic Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ (1,060,761)	\$ 548,133	\$ 205,519	\$ 426,740	\$ 123,657	\$ 30,685	\$ -	\$ 293,099	\$ 29,310	\$ 263,789
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ (548,133)	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 807,129	\$ 80,713	\$ 726,416
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ -	\$ 917,609	\$ 121,774	\$ 39,740	\$ 80,764	\$ 31,324	\$ -	\$ 1,191,212	\$ 119,121	\$ 1,072,091
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ -	\$ 483,223	\$ -	\$ 295,046	\$ 80,765	\$ 60,498	\$ -	\$ 1,112,162	\$ 111,216	\$ 1,000,946
B.3.2 to B.3.6	MTL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTT	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ 176,493	\$ 162,062	\$ -	\$ -	\$ 80,168	\$ -	\$ 418,724	\$ 41,872	\$ 376,852
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)	\$ 524,774	\$ 365,910	\$ 297,006	\$ 80,565	\$ 32,899	\$ -	\$ 1,301,154	\$ -	\$ 1,301,154

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

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.3.2 to B.3.6	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
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ -	\$ 917,311	\$ 383,845	\$ 109,525	\$ 80,566	\$ 32,596	\$ -	\$ 1,527,963	\$ 152,796	\$ 1,375,166
B.3.2 to B.3.6	RPVE004	Rancho Palos Verde City Hall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SAG	San Augustine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SDW	San Dimas	\$ -	\$ -	\$ 525,073	\$ 232,167	\$ -	\$ 80,765	\$ 45,368	\$ -	\$ 883,373	\$ 88,337	\$ 795,036
B.3.2 to B.3.6	SGH	Signal Hill ^(Note 9)	\$ -	\$ -	\$ 483,224	\$ -	\$ -	\$ -	\$ 42,926	\$ -	\$ 526,150	\$ 52,615	\$ 473,535
B.3.2 to B.3.6	SPE	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak ^(Note 9)	\$ -	\$ -	\$ 548,133	\$ 198,138	\$ 426,740	\$ 80,765	\$ 30,636	\$ -	\$ 920,300	\$ 92,030	\$ 828,270
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ (497,000)	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ 296,544	\$ 29,654	\$ 266,889
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 ^(Note 9)	\$ -	\$ -	\$ 1,002,900	\$ 231,585	\$ 79,904	\$ 45,708	\$ 39,457	\$ -	\$ 1,399,555	\$ 139,956	\$ 1,259,600
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ (501,451)	\$ 483,224	\$ 144,298	\$ 211,208	\$ 45,708	\$ 43,043	\$ -	\$ 426,031	\$ 42,603	\$ 383,427
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ (744,699)	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ 442,061	\$ 44,206	\$ 397,854
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	Whittaker Middle Peak	\$ -	\$ (496,165)	\$ 482,412	\$ 92,033	\$ 423,818	\$ 45,167	\$ 38,076	\$ -	\$ 221,741	\$ 22,174	\$ 199,567
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,892	\$ 27,289	\$ 245,602
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ (496,165)	\$ 482,412	\$ 205,032	\$ 79,580	\$ 80,224	\$ 42,956	\$ -	\$ 394,038	\$ 39,404	\$ 354,634
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	\$ -	\$ -	\$ 548,134	\$ 334,775	\$ 136,826	\$ -	\$ 109,185	\$ -	\$ 1,128,920	\$ -	\$ 1,128,920
B.3.2 to B.3.6	LAPDVDC	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6		FCCF Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ -	\$ 404,329
B.3.2 to B.3.6		LAPDVDC_Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ 41,568	\$ 4,157	\$ 37,412
Site Equipment Subtotal			\$ -	\$ (10,991,132)	\$ 17,793,465	\$ 5,943,844	\$ 6,612,654	\$ 1,917,279	\$ 1,467,518	\$ 212,620	\$ 24,868,483	\$ 1,846,247	\$ 23,022,236
ADDITIONAL SITES (AMENDMENT NO. 10)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209
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 ^(Note 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ 248,275	\$ 164,079	\$ -	\$ -	\$ 31,324	\$ -	\$ 443,678	\$ 44,368	\$ 399,310
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 425,308	\$ 164,079	\$ -	\$ -	\$ 67,500	\$ -	\$ 656,887	\$ 44,368	\$ 612,519
ADDITIONAL SITES (AMENDMENT NO. 17)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,747	\$ 24,075	\$ 216,672
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ (563,761)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,787	\$ 20,679	\$ 186,108
B.3.2 to B.3.6	CCT	Criminal Court (Foltz)	\$ -	\$ -	\$ 547,631	\$ 101,375	\$ -	\$ -	\$ 49,600	\$ -	\$ 698,606	\$ -	\$ 698,606
B.3.2 to B.3.6	CRN	Cerro Negro	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 804,736	\$ 80,474	\$ 724,262
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ (547,158)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,312	\$ 33,031	\$ 297,281
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	H-17A	H-17 Helipad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,648	\$ 6,265	\$ 56,383

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

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum - Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ 218,743	\$ -	\$ -	\$ -	\$ 43,430	\$ -	\$ 262,173	\$ -	\$ 262,173	
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ (181,525)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,747	\$ 9,575	\$ 86,172	
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 823,549	\$ 82,355	\$ 741,194	
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ (501,451)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,762	\$ 36,076	\$ 324,685	
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ (547,298)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,315	\$ 27,832	\$ 250,484	
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ (943,771)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 538,645	\$ 53,865	\$ 484,781	
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329	
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ 1,512,367	\$ -	\$ -	\$ -	\$ 39,134	\$ -	\$ 1,551,502	\$ -	\$ 1,551,502	
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901	
B.3.2 to B.3.6	PWT	Portshead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389	
B.3.2 to B.3.6	VPK	Verdugo Peak County ^(Note 9)	\$ -	\$ (522,426)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,011,415	\$ 101,142	\$ 910,274	
Subtotal for Additional Sites (Amendment No. 17)				\$ (3,807,389)	\$ 2,278,741	\$ 101,375	\$ -	\$ 132,164	\$ -	\$ 9,505,513	\$ 699,323	\$ 8,806,190	
ADDITIONAL SITE (AMENDMENT NO. 21)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	JPK2	Johnstone Peak - 2	\$ (497,000)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ -	\$ 785,850	\$ 78,585	\$ 707,265	
Subtotal for Additional Site (Amendment No. 21)			\$ -	\$ (497,000)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ -	\$ 785,850	\$ 78,585	\$ 707,265
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		PCC Licensing ^(Note 6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732	
B.3.10.1.ACVRs		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		\$ 474,041	
		Total Lease Costs for Phase 3 - Supply LMR System Components	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Base.22.2.1		Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691		\$ 440,691	
Total for Phase 3 - Supply LMR System Components:			\$ -	\$ (15,295,521)	\$ 20,980,737	\$ 6,414,817	\$ 7,039,394	\$ 2,040,935	\$ 1,710,894	\$ 212,620	\$ 46,079,672	\$ 3,429,022	\$ 42,650,650

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.

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	Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12)</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
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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 eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

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

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

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

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

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

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

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

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

Note 12: Pursuant to Amendment No. Twenty-Two, credit in the amount of \$248,500 from MMC was moved to BJM and credit in the amount of \$248,000 from MMC was moved to TWR; credit in the amount of \$471,732 from RIH was moved to CPK and credit in the amount of \$471,732 from RIH was moved to DPK; credit in the amount of \$501,450 from SPN was moved to MIR and credit in the amount of \$501,451 from SPN was moved to TPK.

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 224,415	\$ 22,441	\$ 201,973
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 139,685	\$ 13,968	\$ 125,716
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 97,624	\$ 9,762	\$ 87,862
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 73,209	\$ 7,321	\$ 65,888
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 171,152	\$ 17,115	\$ 154,037
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 200,523	\$ 20,052	\$ 180,471
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ENC1	Encinal 1 (Fire Camp)		\$ -	\$ -	\$ 86,186	\$ 8,619	\$ 77,568
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 160,697	\$ 16,070	\$ 144,627
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 169,859	\$ 16,986	\$ 152,873
B.4.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	LACF028	FS-28		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF056	FS-56		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF071	FS-71		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF072	FS-72		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF077	FS-77		\$ -	\$ -	\$ 98,585	\$ 9,858	\$ 88,726
B.4.2.2	LACF084	FS-84		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF091	FS-91		\$ -	\$ -	\$ 42,234	\$ 4,223	\$ 38,010
B.4.2.2	LACF099	FS-99		\$ -	\$ -	\$ 0	\$ -	\$ -
B.4.2.2	LACF119	FS-119		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS-144		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS-149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS-157		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS-169		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP-9		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	\$ 68,482	\$ 6,848	\$ 61,634
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 70,592	\$ 7,059	\$ 63,532
B.4.2.2	MAM	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		\$ -	\$ -	\$ 122,899	\$ 12,290	\$ 110,609
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 177,266	\$ 17,727	\$ 159,539
B.4.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTT	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 99,553	\$ 9,955	\$ 89,598
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 31,374	\$ 3,137	\$ 28,236
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 99,110	\$ 9,911	\$ 89,199
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 165,029	\$ 16,503	\$ 148,526
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 129,425	\$ 12,942	\$ 116,482
B.4.2.2	P8H	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		\$ -	\$ -	\$ 151,646	\$ 15,165	\$ 136,481
B.4.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SDW	San Dimas		\$ -	\$ -	\$ 118,369	\$ 11,837	\$ 106,532
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 80,521	\$ 8,052	\$ 72,469
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 129,610	\$ 12,961	\$ 116,649
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 143,789	\$ 14,379	\$ 129,410
B.4.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 142,673	\$ 14,267	\$ 128,405
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 153,478	\$ 15,348	\$ 138,131
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 179,547	\$ 17,955	\$ 161,592
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 174,731	\$ 17,473	\$ 157,258
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 87,459	\$ 8,746	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 117,591	\$ 11,759	\$ 105,832
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886
B.4.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail				\$ -	\$ -	\$ 4,695,789	\$ 469,579	\$ 4,226,210

**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
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF136	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ 60,600	\$ 6,060	\$ 54,540
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 99,961	\$ 9,996	\$ 89,965
ADDITIONAL SITES (AMENDMENT NO. 17)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 50,009	\$ 5,001	\$ 45,008
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 178,515	\$ 17,852	\$ 160,664
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 88,854	\$ 8,885	\$ 79,969
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 94,813	\$ 9,481	\$ 85,332
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 210,218	\$ 21,022	\$ 189,196
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 45,737	\$ 4,574	\$ 41,163
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 93,778	\$ 9,378	\$ 84,400
B.4.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 45,805	\$ 4,581	\$ 41,225
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 51,893	\$ 5,189	\$ 46,704
B.4.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ 87,347	\$ 8,735	\$ 78,612
B.4.2.2	MIR	Mirador		\$ -	\$ -	\$ 123,518	\$ 12,352	\$ 111,166
B.4.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 217,931	\$ 21,793	\$ 196,138
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 214,060	\$ 21,406	\$ 192,654
B.4.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ 102,627	\$ 10,263	\$ 92,364
B.4.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 48,384	\$ 4,838	\$ 43,546
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	PWT	Porthead Tank		\$ -	\$ -	\$ 61,450	\$ 6,145	\$ 55,305
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 119,052	\$ 11,905	\$ 107,147
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 1,965,349	\$ 196,535	\$ 1,768,814
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	-	-	Included in Phase 3
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	-	-	Included in Phase 3
B.4.3		Training		\$ -	\$ -	-	-	Included
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	-	-	Included
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

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.4.1		Final Migration/Cutover Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.5		Final System Support Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.6		Final Disaster Recovery Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	As provided for in Base.11.2.1	\$ -	\$ -
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ (765,576)	\$ (76,558)	\$ (689,018)
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,502	\$ 1,024,150	\$ 9,217,352
Total for Phase 4 - LMR System Implementation:				\$ -	\$ -	\$ 27,705,090	\$ 2,707,137	\$ 24,997,953

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.

ADMINISTRATION OF AGREEMENT

1. Authority Key Personnel

1.1 Authority Project Director

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Telephone No.: (480) 393-6682
Email: Justin.Delfino@jacobs.com

2. Contractor Key Personnel**2.1 Contractor Project Director**

Jim Hardimon
Motorola Project Director
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (213) 362-6706
Email: j.hardimon@motorolasolutions.com

2.2 Contractor Project Manager

Jesse Brenton
Motorola Senior Project Manager
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (901) 569-5899
Email: jesse.brenton@motorolasolutions.com

2.3 Contractor Site Work Design Manager**Site Design and Construction Manager**

TJ Sauthoff
Construction Management Director (Pyramid Network Services)
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (801) 745-7156
Email: tsauthoff@pyramidns.com

Mitchell J. Campagna
Site Architect Manager (Mitchell J. Architecture subcontracted to Pyramid Network Services)
4883 Ronson Ct., Suite N
San Diego, CA 92111
Telephone No.: (858) 650-3130
Email: mitch.campagna@mitchellj.com

2.4 Contractor Security Designees

Jeff Pugay
Motorola Senior Project Manager
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (310) 617-6479
Email: jeff.pugay@motorolasolutions.com

Jim Hardimon
Motorola Project Director
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (213) 362-6706
Email: j.hardimon@motorolasolutions.com

2.5 Authorized Agents

Jim Hardimon
Motorola Project Director
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (213) 362-6706
Email: j.hardimon@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$1,000,000.

Howard Chercoe
Senior Director US Central & Western Regions Services
10680 Treena Street, Suite 200
San Diego, CA 92131
Telephone No.: (858) 368-3267
Email: h.chercoe@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

John Kedzierski
Corporate Vice President
North America Commercial Markets, Channels and Services
224 South Michigan Avenue
7th floor, Chicago, IL 60604
Telephone No.: (847) 833-0312
Email: john.kedzierski@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$25,000,000.

2.6 Contractor's Office

Local Office:

725 S. Figueroa Street, Suite 1855
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Telephone No.: (213) 362-6706
Email: j.hardimon@motorolasolutions.com

Headquarter Office:

500 W. Monroe Street
Chicago, IL 60661
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Email: j.hardimon@motorolasolutions.com