



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, June 1, 2017 • 9:00 a.m.

Los Angeles County Sheriff's Department  
The Hertzberg Davis Forensic Science Center  
1800 Paseo Rancho Castilla, Conference Room 223 through 227  
Los Angeles, CA 90032

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

#### **AGENDA POSTED: May 26, 2017**

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

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#### **Members:**

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Jim McDonnell**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Interim 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. **Chris Nunley**, 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., Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Donna Cayson**, Interim Captain, City of Sierra Madre Police Dept.  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**Richard Rocchi**, Interim Captain, City of Signal Hill Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

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#### **Officers:**

**Scott Edson**, 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. May 4, 2017 – Regular Meeting Minutes**

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (None)**

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

**B. Director's Report – Scott Edson**

- LTE Update
- LMR Update
- LA-RICS Grant Status
- Status of PSBN Agency Onboarding

Agenda Item B

**C. Project Manager's Report – Chris Odenthal**

Agenda Item C

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

**D. Outreach Update**

Agenda Item D



E. PSBN Onboarding Update

Agenda Item E

F. FirstNet and the Public Safety Broadband Network - Kevin Nida, Region 9 CONUS Consultation Co-Lead (CA/NV/AZ), First Responder Network Authority.

G. Construction and Deployment of the FirstNet Public Safety Broadband Network by AT&T - Doug Clark, Assistant Vice President, FirstNet State Outreach and Consultation Public Safety Solutions for AT&T.

H. California Office of Emergency Services, California First Responder Network – Pat Mallon, Assistant Director.

**VIII. ADMINISTRATIVE MATTERS (I-K)**

**I. APPROVE AMENDMENT NO. 27 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Make the following findings:

- a. Find that (a) approval of the changes necessary to reflect the reconciliation of one (1) LMR System Sites Frost Peak (FRP) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was 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 revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
- b. Find that (a) approval of the changes necessary to reflect the reconciliation of one (1) LMR System Sites Los Angeles County Sheriff's Department Palmdale Station (PLM), to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board



previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the this one (1) site, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

- c. Find that the inclusion of two (2) LMR System Sites BKK Landfill (BKK) and UCLA Factor Building (UCLA) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites. The LMR activities at Site BKK and UCLA were previously found by your Board to be statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site BKK and UCLA that is needed to provide network connectivity to the LMR System, were previously found by your Board to be categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 27 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
  - a. Reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410.
  - b. Inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627.
  - c. Reflect an administrative reconciliation, reconciliation of dropped sites, and a reconciliation of services performed in Phase 1 for a cost decrease in the amount of \$3,434,574.





- d. Increase the scope to include all Work related to implementing an environmental Mitigation Monitoring Plan into the LMR program to assess and ensure required mitigation measures are met for a cost increase in the amount of \$2,912,356.
3. Authorize an increase to the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increase and decrease into consideration.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 27.
5. Delegate authority to the Executive Director to execute Amendment No. 27, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item I

**J. DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR TO ACCEPT THE LOAN OF CERTAIN EQUIPMENT, GOOD, AND/OR SERVICES ON A GRATIS BASIS**

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute agreements between the Authority and certain companies, in substantially similar form to the Enclosure, to allow the Authority to accept the loan of certain equipment, goods, and/or services, on a gratis basis, for the purposes of testing and evaluating compatibility and functionality of the Loaned Resources on the PSBN and/or the LMR Early Deployment System.
2. Delegate authority to the Executive Director, or his designee, to approve and execute amendments to the agreements, provided that they are approved as to form by counsel to the Authority.

Agenda Item J

**K. ACCEPT 2014 URBAN AREAS SECURITY INITIATIVE FUNDS**

It is recommended that your Board:



1. Accept \$4,997,544 in grant funds from the Fiscal-Year 2014 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the 2014 UASI Sub-recipient Agreement, substantially similar to the attached from 2013, between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Agenda Item K

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT - NONE**

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, July 6, 2017, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## BOARD MEETING INFORMATION

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

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

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

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

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

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



# **BOARD OF DIRECTORS MEETING MINUTES**

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**

May 4, 2017  
The Hertzberg Davis Forensic Science Center  
1800 Paseo Rancho Castilla, Conference Room 223 through 227  
Los Angeles, CA 90032

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**Board Members Present:**

**Cathy Chidester**, Dir., EMS Agency, County of LADHS  
**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.  
**Joe Ortiz**, Chief of Police, City of Sierra Madre Police Dept.  
**Mark Alexander**, City Manager, CA Contract Cities Assoc.  
**Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.  
**Chris Nunley**, Captain, City of Signal Hill Police Dept.

**Alternates For Board Members Present:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Chris Bundesen**, Vice-Chair, Asst. Fire Chief, County of Los Angeles Fire Dept.  
**Dean Gialamas**, Division Dir., Los Angeles County Sheriff's Dept.

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**Officers Present:**

**Scott Edson**, LA-RICS Executive Director

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**Absent:**

**John Curley**, Chief of Police, City of Covina Police Dept.

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**AGENDA ITEM A**



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

**I. CALL TO ORDER**

Director Dean Gialamas called the Regular Meeting of the Board to order at 9:12 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

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

**III. APPROVAL OF MINUTES FOR THE REGULAR MEETING**

**A. April 6, 2017 – Regular Meeting Minutes**

Board Member Donovan motioned first, seconded by Board Member Geiger.

Ayes 9: Geiger, Bundesen, Gialamas, Chidester, Donovan, Ortiz, Alexander, Fronterotta, and Nunley.

**AMENDED MOTION APPROVED**

**IV. PUBLIC COMMENTS – (None)**

**V. CONSENT CALENDAR – (None)**

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

**B. Director's Report – Scott Edson**

Executive Director Edson stated we had a productive month, as you can see from the Executive Summary in Agenda Item B that serves as a dashboard of Long Term Evolution (LTE), Land Mobile Radio (LMR), grant status issues, as well as onboarding. Some of the details will be provided by Project Manager, Chris Odenthal in his Report.

Executive Director Edson explained the 20/20/20 Plan in regards to the LMR System, and stated we do have an updated construction plan using Urban Areas Security Initiative (UASI) 14, 16, 17, 18, and 19 grants and if all goes as planned, we will test, accept and be fully operational on the LMR network in 2020. I call it the 20/20/20 plan; 20 sites this year, 20 in 2018, and 20 in 2019, with acceptance and optimization in early 2020. Current and expected funding will accomplish the 20/20/20, and we just heard 2017 UASI funding is sustained at the 2016 level, so we officially look good for the \$35 million in UASI 2017.

In regards to LTE, last week we had a large meeting with AT&T and FirstNet to get more details on their contract and the future of LA-RICS Public Safety Broadband



Network (PSBN). As mentioned last month the public safety plan from AT&T included a Power Point presentation on Priority, Preemption, Quality of Service, and Public Safety Grade, with implementation in the next 12 to 18 months for all of the above mentioned on their commercial network. Where there is Band 14 built out, the service will reflect a blend of seamless roaming between commercial and Band 14, with all the public safety benefits. They expect consumer phones will soon start including Band 14, as well, and will likely monetize using Band 14 to help offset public safety subscription fees. LA-RICS was disappointed that they didn't seem to have knowledge of our current build out and sites. They indicated they would look at our assets and sites quickly and work closely with us to determine what they may reuse; Cell Sites, Site Access Agreements, etc. LA-RICS asked AT&T to embed someone in our office. AT&T was fairly confident we had sites that would benefit them. AT&T states they will likely take over the data network June 1, 2018, if not sooner. LA-RICS will continue to work with them and onboard users as it's the right thing to do for public safety and the communities they serve. It is estimated that on June 15, 2017, FirstNet will present California with a draft State Plan; they will then work to finalize that with the State over three months with a final plan to the State on September 15, 2017. The State will then have 90 days to opt-in or opt-out by or around December 15, 2017, and if they choose to opt-out, they will have six months to give a State plan to FirstNet by June 15, 2018 for consideration as to whether it meets the overall objectives of FirstNet.

Executive Director Edson stated later in the agenda you will see we are recommending approval of a maintenance contract with Motorola, which means it's time to maximize PSBN efforts to onboard users and assist public safety in any way we can. This is a customer service effort that will help the LMR side. We now plan to meet face-to-face with all member agencies, update them on LA-RICS in general, the FirstNet AT&T contract and offer test and demo kits, followed by assistance in onboarding. Ideally that will include some funding for installation/retrofit services.

Executive Director Edson stated that on Monday, he and the onboarding team met with Member Agency Azusa Police Department, Chief Steve Hunt, and team, to update them on the voice and data networks, and to start the process of testing their coverage and onboarding them onto LA-RICS. They are an AT&T customer, and they just transitioned from 3G to 4G, so we linked AT&T to them to ensure they get the Public Safety Plan. They will be the first agency on a FirstNet/AT&T Public Safety plan and we are watching this closely, including the monthly service cost.

Executive Director Edson stated AT&T and FirstNet committed to make a brief presentation at the LA-RICS Board of Directors meeting in June to answer any questions you may have.

As for the Outreach Update in Item D, which includes meetings with the California First Responder Network Board (CalFRN), in which Executive Director Edson was introduced, and a conference call to discuss a presentation Director Edson will be making on LA-RICS at the Los Angeles Area Fire Chiefs meeting in Palm Springs in



October. At this meeting, we are recommending that LA-RICS provide information that is specific to Fire Business requirements for fire personnel and true business requirements such as what the local, state, and federal systems can offer, followed by information to DHS first responders on emerging technologies. LA-RICS now has a new web server and website. The new site can be viewed at LA-RICS.com, we've provided you a link and have it up on the screen. We are now refining the content and updating your Board's photographs. Once we finalize the content we will simply move the LA-RICS.org domain name over to the new web server.

As for the PSBN Onboarding Update, Agenda Item E provides some highlights that summarize the Sheriff now has 212 LTE routers installed. Los Angeles County Fire has 157, and this week resolved a firmware issue so that number should increase over the next weeks. UCLA Medical Neuroscience Unit was impressed with the bandwidth available on the Band 14 network and is now considering PSBN routers in 6 new ambulances.

In regards to Administrative Matters, Agenda items F through J will be presented by Contracts Manager, Jeanette Arismendez, which include acquisition of rapid response vehicles, increase in services from Televate to assist in connecting outside agencies' Public Safety Enterprise Networks (PSEs) to the LA-RICS Core, and establishing a PSBN Testing and Validation Center; PSBN Maintenance Contract with Motorola to allow me to execute less expensive circuit contracts to replace what we have. The two remaining items call for removing Interim Executive Director and placing me as the Alternate designee to represent the Authority on the California Joint Powers Insurance Authority and for the Executive Director to sign ministerial permit applications and related permit, applications, with some federal agencies.

Board Member Chris Donovan stated going back to the grants, UASI 14 shows the period ending this month, what is the status on UASI 14, since UASI 13 is due to expire March 31, 2018. Administrative Deputy Orellana-Curtiss stated \$4.9 million should show invoiced and paid at your next Board meeting, as we already incurred a significant portion of these expenses, unfortunately the state takes some time to reimburse us on the UASI 12 totaling \$18 million. They told us this week that the check is in the mail. The funds will then replenish our revolving fund account allowing us to pay for UASI 14 invoices. You should see on the next report that \$4.9 million will be paid and closed out. Project Manager Odenthal will provide more details in his report on the progress of the UASI 14 sites.

### **C. Project Manager's Report – Chris Odenthal**

Project Manager Odenthal provided an update on the status of LTE and stated the Maintenance Agreement with Motorola for a 12-month period will be ending next year, May 31, 2018. Regarding LTE 1, the last outstanding cell-on-wheels (COW), located just outside Long Beach is expected to be completed by the end of this month.





As for LTE 2 Executive Director Edson has touched on a variety of pieces. An Amendment is before for your Board authorizing funds to Televate to conduct activity for the Authority, PSEN connections to participating agencies as well as the assistance with procurement of the COLTS.

In regards to LMR, Project Manager Odenthal provided a Construction Power Point Presentation that showed environmental receiving approval for Group 4 Environmental Management Information System (EMIS) submission from Federal Emergency Management Agency (FEMA) earlier in the month which provided access for all the geotech drilling, etc., for all the sites contained in this group. Group 5 was submitted earlier this week and FEMA is very motivated to move along with this process, as we are expecting approvals and reviews of those sites/groups to occur quicker. Jacobs is in the process of preparing Groups 6 and 7 for submission.

Project Manager Odenthal went on to state we have had meetings with the United States Forest Service (USFS) and the plan is to do a joint build-out of the 13 sites in the Angeles National Forest, which will benefit LA-RICS and USFS. The USFS will ride on LA-RICS for communications as well as other mutual aid partners; predominately Los Angeles County Fire, allowing for the merger of those communications for both law enforcement and fire that are deployed in the Angeles National Forest.

Board Member Alexander asked Project Manager Chris Odenthal about coverage in the Angeles National Forest, and whether or not there is complete coverage. Project Manager Chris Odenthal stated no but the contract covers the roads within the Angeles National Forest. We are planning to build two additional sites at Pine Mountain and Grass Mountain. Board Member Alexander stated using the Fire Stations as an example, if we had this system would the Fire Stations have communication access. Project Manager Chris Odenthal stated there would have been substantially more coverage than they experienced. Board Member Nunley stated his understanding was that is what the modem design to augment the areas where there is no coverage. Project Manager Chris Odenthal stated one of the reasons COLTS are being procured in LTE 2 is because it is not an easy process to deploy COWS or full sites to these areas. Board Member Chidester stated when they pulled up Emergency Medical Services (EMS) data in the Angeles National Forest. 99% of calls with the Sheriff and Fire reflected a lot of activity on the weekend with motorist driving off the road or canyon. Project Manager Chris Odenthal stated for next Board meeting he will provide a coverage map for the Angeles National Forest from a LMR perspective. Board Member Alexander concurred with Board Member Chidester point about the over the side incidents and wanted to know if we are working with commercial providers to allow access to our systems when people are calling 911. Project Manager Chris Odenthal stated that 911 is not part of LMR. Director Gialamas stated to remember that information is





data transmission not voice and cell phone transmission is different. The next generation that will consist of text in an emergency will provide better coverage but not until that point.

Project Manager Odenthal also provided a Construction/Implementation Update via Power Point presentation.

Board Member Alexander asked how the generators are powered. Project Manager Odenthal stated diesel. All of our installations are diesel except for BKK located in West Covina, they have a propane tank. Board Member Alexander asked has Air Quality Management District (AQMD) worked well with permits. Project Manager Odenthal stated yes they did.

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

### **D. Outreach Update**

Executive Director Edson recapped the outreach items in his Director's report. There was no further discussion.

### **E. PSBN Onboarding Update**

Executive Director Edson recapped the onboarding items in his Director's report. There was no further discussion.

Director Gialamas acknowledged that the Sheriff and Chief Executive Officer (CEO) were part of the County contingency that went back to Washington, D.C. last week. The Sheriff had one-on-one time with Director Kelly from the Department of Homeland Security (DHS) and stressed the need for funding along with our CEO, Sachi Hamai. Director Kelly was very receptive to the needs we have at LA-RICS and committed to the funding staying at a level that is reasonable. Director Kelly also stated that as it relates to sanctuary cities/states, those issues are clearly in play, but assured us that there is support for the public safety piece of the funding and for the Board's edification this is good news for the project. Board Member Chris Donovan stated his concern is down grading Los Angeles, California from a Tier 2 to Tier 3 in the Threat Matrix, and he hopes that when we go back to lobby that we push hard the fact that we are a high target risk environment and to reduce us to a Tier 3 is a significant impact.

## **VIII. ADMINISTRATIVE MATTERS (F-J)**

### **F. AMENDMENT NO. 12 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**



Contracts Manager Jeanette Arismendez presented to the Board Agenda Item F and requested the Board take the following actions:

1. Approve Amendment No. 12, which contemplates among other things, an extension to the term of the Televate Agreement to complete certain areas of the PSBN Round 2 PIP, specifically the acquisition of rapid response vehicles, connecting outside agencies' Public Safety Enterprise Networks (PSENs) to the LA-RICS Core, and establishing a PSBN Testing and Validation Center; as well as to allow Televate to continue assisting the Authority with ongoing PSBN operations.
2. Approve an increase to the Maximum Contract Sum in the amount of \$2,764,332 from \$8,741,978 to \$11,506,310 to cover the cost of Work related operations and onboarding of users as well as to PSBN Round 2 PIP.

Board Member Donovan asked is this a part to connect to PSAPs? Contracts Manager Arismendez stated its PSENs.

Board Member Geiger motioned first, seconded by Board Member Fronterotta.

Ayes 9: Geiger, Bundesen, Gialamas, Chidester, Donovan, Ortiz, Alexander, Fronterotta, and Nunley.

#### **MOTION APPROVED**

#### **G. APPROVE AMENDMENT NO.24 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK**

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item G and requested that the Board take the following actions:

1. Approve Amendment No. 24 to Agreement No. LA-RICS 008 for the PSBN with Motorola, in substantially similar form to the Enclosure, which revises the Agreement to reflect the following:
  - a. Find that exercising Phase 5 (PSBN Maintenance) Work previously found exempt by the Board does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that this activity is exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, also remains unchanged.



- b. Extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) commencing on June 1, 2017, and expiring on May 31, 2018, unless sooner terminated or extended in whole or in part in the amount of \$2,991,000. This results in a cost decrease in the amount of \$2,689,683, when taking the first year Maintenance cost of \$5,955,683, currently set forth in the Agreement, into consideration.
  - c. Exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance).
  - d. Revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000.
  - e. Decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increase and decrease into consideration.
2. Delegate authority to the Executive Director to execute Amendment No. 24, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed (NTP) for this Work.

Board Member Alexander stated to Executive Director Edson that he recognizes that this is a reduction and went on to state that he is hopeful that Executive Director Edson is reviewing the proposed hours, rates, etc., and it is reasonable standards according to what has been in previous agreements. Executive Director Edson stated yes that is correct and it is also cost-effective. Board Member Donovan stated has there been any consideration to look into multiple-year warranty that will decrease our maintenance cost. Executive Director Edson stated for LTE that would not be beneficial. We don't want to get ourselves locked into a multiple-year agreement we have to terminate due to FirstNet and NPSBN.

Board Member Geiger motioned first, seconded by Director Gialamas.

Ayes 9: Geiger, Bundesen, Gialamas, Chidester, Donovan, Ortiz, Alexander, Fronterotta, and Nunley.

#### **MOTION APPROVED**

### **H. AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY NON-STATE AGENCY SERVICE POLICY AND AGREEMENT**



Contracts Manager Jeanette Arismendez presented to the Board Agenda Item H and requested that the Board take the following action:

Delegate authority to the Executive Director or his designee to execute an Agreement, substantially similar in form to the Enclosure and submit supporting documentation to the CDT/Statewide Telecommunications and Network (STN), for review to attain an "Authorized Agency" status and have the ability to access competitively priced telecommunications services through a contract with CALNET 3.

Board Member Fronterotta motioned first, seconded by Board Member Alexander.

Ayes 9: Geiger, Bundesen, Gialamas, Chidester, Donovan, Ortiz, Alexander, Fronterotta, and Nunley.

#### **MOTION APPROVED**

#### **I. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF EXECUTIVE DIRECTOR AND ALTERNATE APPOINTMENT**

Executive Assistant Wendy Stallworth-Tait presented to the Board Agenda Item I and requested that the Board take the following action:

It is recommended that your Board appoint the Executive Director as the LA-RICS Alternate designee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) in accordance with the provisions of Article 7 of the CJPIA.

Board Member Fronterotta motioned first, seconded by Board Member Chidester.

Ayes 9: Geiger, Bundesen, Gialamas, Chidester, Donovan, Ortiz, Alexander, Fronterotta, and Nunley.

#### **MOTION APPROVED**

#### **J. DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR OF LA-RICS TO SIGN MINISTERIAL PERMIT APPLICATIONS AND/OR PERMITS**

Executive Assistant Wendy Stallworth-Tait presented to the Board Agenda Item J and requested that the Board take the following action:

Delegate authority to the Executive Director to sign ministerial permit applications and related permits. This Board delegation would enable the Executive Director to sign the United States Department of Agriculture (USDA), Forest Service Special Use Permit (SUP) application, Federal Aviation Administration (FAA) out grant



application, coastal development permit, conditional use permit and other permit application and permits for jurisdictional approval needed to comply with codes, ordinances and regulations to enable site construction and the implementation, operation and maintenance of the Land Mobile Radio (LMR) System.

Board Member Chidester motioned first, seconded by Board Member Fronterotta

Ayes 9: Geiger, Bundesen, Gialamas, Chidester, Donovan, Ortiz, Alexander, Fronterotta, and Nunley.

**MOTION APPROVED**

**IX. MISCELLANEOUS**

Director Gialamas stated on behalf of the Board he would like to congratulate Joe Ortiz on his promotion to Police Chief of Covina. He reminded Board Members that LA-RICS staff is available after the meeting to take photos to add or replace an existing photo on the revamped website.

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

**XI. CLOSED SESSION REPORT**

The Board did not entered into Closed Session

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, June 1, 2017, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## BOARD MEETING INFORMATION

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

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

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

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

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

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

## Executive Summary

June 1, 2017

### LTE Update

Below are the remaining activities associated with PSBN

- SCE COW completion – SCESTUD is the last remaining COW to be completed. The Authority is waiting on a final permit from CalTrans to complete activities
- R11 upgrade to Core – Final Acceptance Test Plans complete and are resolving all outstanding issues
- Closeout documents – Final documentation projected for receipt by May 31<sup>st</sup> will be inventoried and calculated for percent complete. COW documentation and some network documents are the significant items remaining.
- We are working closely with FirstNet and AT&T to understand how the public/private partnership and building of the nationwide Public Safety Broadband Network will impact LA-RICS.
- We are actively involved with the State of California Firstnet process and will participate in the State review of the FirstNet plan.
- Our data network is built to “public safety grade” based on the requirements of the FirstNet Public Safety Advisory Committee (PSAC) with significant input from the National Public Safety Telecommunications Council (NPSTC). The PSAC membership represents all disciplines of public safety as well as state, territorial, tribal, and local governments. PSAC also has at-large members and federal members, with a total membership of 43. The mission of the PSAC is to assist FirstNet in carrying out its duties and responsibilities. NPSTC is a federation of organizations whose mission is to improve public safety communications and interoperability through collaborative leadership, and they authored a detailed document describing “public safety grade” requirements.
- The LA-RICS team believes we should accept nothing less than the public safety grade data network we have today and will work with the State, FirstNet and AT&T to that end.
- Additionally, since we are the largest 24/7 Band 14 network and a great test bed for FirstNet and AT&T when it comes to roaming between the networks, interoperability, credentialing, provisioning, and so much more; we will offer our knowledge and expertise to the State, FirstNet and AT&T during the State plan review and discussions.

### LMR Update

- Zoning Drawing – 14 Sites, 4 of which are approved to proceed to 50% and an additional 3 are on hold
- 50% Construction Drawings – 27 Sites, 17 in development for 75%
- 75% Construction Drawings – 4 Sites, 2 of which are approved to proceed to 100%
- 100% Construction Drawings (Building Permit Submitted) – 5 sites, 2 of which have been submitted for Building Permit review
- Building Permit Received – 10 Sites
- Active Sites (Construction and/or Equipment Installs) & Locations
  - FCCF - 1320 Eastern Ave.
  - LDWP243 - (Junction of I-5 and CA-14)
  - HPK - (Northern Angeles, overlooking Palmdale)
  - BMT - (Angeles, overlooking CA-138 and I-5)
  - Airport - Courthouse (APC) – (Junction of I-105 and I-405)
  - Foltz Criminal Courthouse (CCT) – Downtown



- Compton Courthouse Building (CCB) – Compton
- MLM – Mira Loma Detention Facility - Lancaster
- LASD Temple Station (LASDTEM) – Temple City
- Sites Complete (Construction) – 1 Site complete (PHN – Puente Hills Nike)

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$ 18,263,579	\$ 18,263,579	\$ 18,263,579	\$ 0	3/31/17
UASI 13	\$ 13,744,067	\$ -	\$ -	\$ 13,744,067	3/31/18
UASI 14	\$ 4,997,544	\$ 4,997,544	\$ 4,997,544	\$ 0	5/31/17
UASI 16	\$ 5,240,456	\$ -	\$ -	\$ 5,240,456	3/31/19
UASI 17	\$ 35,000,000	\$ -	\$ -	\$ -	Not yet awarded
UASI 18	\$ 35,000,000	\$ -	\$ -	\$ -	Not yet awarded
UASI 19	\$ 35,000,000	\$ -	\$ -	\$ -	Not yet awarded
BTOP	\$ 120,117,137	\$ -	\$ 110,915,959	\$ 9,201,178	9/30/20

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed/Demo Kit/SIM cards Received
LASD	Installations in progress.	256
LACoFD	Installations in progress.	182
Inglewood PD	Delivered 2 VML routers, installation pending.	2
Claremont PD	2 Access Point Names (APN) have been requested.	2
Bell PD	Routers are configured and provisioned. To be delivered week of May 29 <sup>th</sup> .	2
Covina	2 VML routers in process of being configured and provisioned.	2
UCLA Health	Working on antennae installation for the Mobile Stroke Unit.	1
Health Services / EMS	Evaluating request for portable VMLs and one demo kit to support the West Hollywood Pride Parade and Festival on June 10-11, 2017.	1
El Segundo Fire & PD	Pending follow-up response for Police Dept. to receive Demo Kit	0
Signal Hill	Pending internal fiscal cost review.	0
La Verne PD & FD	Demo Kits Provided	2
Azusa PD	Pending Delivery of Demo Kit	0

## AGENDA ITEM B



# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

Events of September 11, 2001 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 these 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 and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their 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 76 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. 62**

**For May, 2017**

**Submitted May 25, 2017**

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## LTE-1 UPDATES

### Site/Civil/Closeout

- The remaining nine (9) SCE COW's are approximately 95% completed with all construction particulars such as power, fiber and the final cleanup of the compounds where the sites are placed. The last COW, SCESTUD, has recently been re-located to another segment on the property and is now awaiting the power and fiber connection. Completion is scheduled sometime in May.
- The Office of The Statewide Health and Planning Department (OSHDP) has completed their review of the proposed site changes and approved the necessary building permit (BP) on May 11th. A request was sent from the Jacobs PM team to MSI requesting a schedule for review. The redesign of the two (2) sectors of antennas including coax and cable trays to provides a more efficient use of the roof top at the hospital. Construction for this re-design is expected to start in early June.
- Each of the 63 sites has received initial versions of the Close-out books required to meet the documentation requirements of the Contract. As MSI continues to collect the outstanding materials left for completion of the site books, others are reviewing the information for accuracy. It is expected that MSI will provide most of the remaining materials and the Authority and MSI will monetize any outstanding documents.

### Network/Acceptance Test Plans (ATPs)

- The Network is completing final Acceptance Test Plans (ATPs) after the completion of the R11 upgrade. Once the final COW site SCESTUD receives it final permit from CalTrans MSI will begin the site commissioning and integration process for all 9 SCE COWs. This schedule has consistently slipped as CalTrans has struggled to process the requisite permit. The work is now scheduled to begin in June. These 9 sites will provide the benefits of RF coverage and capacity in these key locations for the PSBN Network.

### Operations/Governance

The LA-RICs Operations team is holding meetings three (3) times a week to focus on the following:

1. Manage and Govern MSI
2. Ensure PSBN operational performance
3. Ensure internal LA-RICS operational aspects are in place
4. Develop and Implement Policies
5. Govern Change Management

The weekly Operations meetings are scheduled as follows:

- **Tuesdays - Network Fault and Performance:** (Joint LA-RICs and MSI meeting) The session provides updates and resolutions for Network deficiencies, trouble tickets including system alarms occurring throughout the Radio Access Network (RAN) as well as the Core. This one (1) hour meeting focuses on reviewing and examining all incidents identified during the past week that affect and determine Service Level Agreements (SLAs) and KPIs. Areas of operational performance governance include trouble identification, sectionalization, resolution including processes and activities MSI could improve to effectively manage the network.
- **Wednesday - Internal Operations Meeting:** This internal meeting encompasses a pool of objectives formulated to address internal functional and resource structures, assignments, process and procedures as well as strategies to govern MSI and work through their deficiencies. Included are progress reports on daily functions, change management as well as updates on assigned action items.
- **Thursday - Process Improvements, Policy and Governance:** The team (Joint LA-RICS and MSI meeting) meets once a week to discuss Governance and resources focused on improving MSI processes specifically targeted towards alarms, trouble ticketing including Radio Access Network (RAN) and Core upgrades and functionality.

### Special Events

- Discussions surrounding special events have been focused on the Pride Festival Event scheduled to take place June 10, 11, 2017. Meetings are taking place to align goals expectations for the event prior to on site testing. More to come!!

## LTE-2 UPDATES

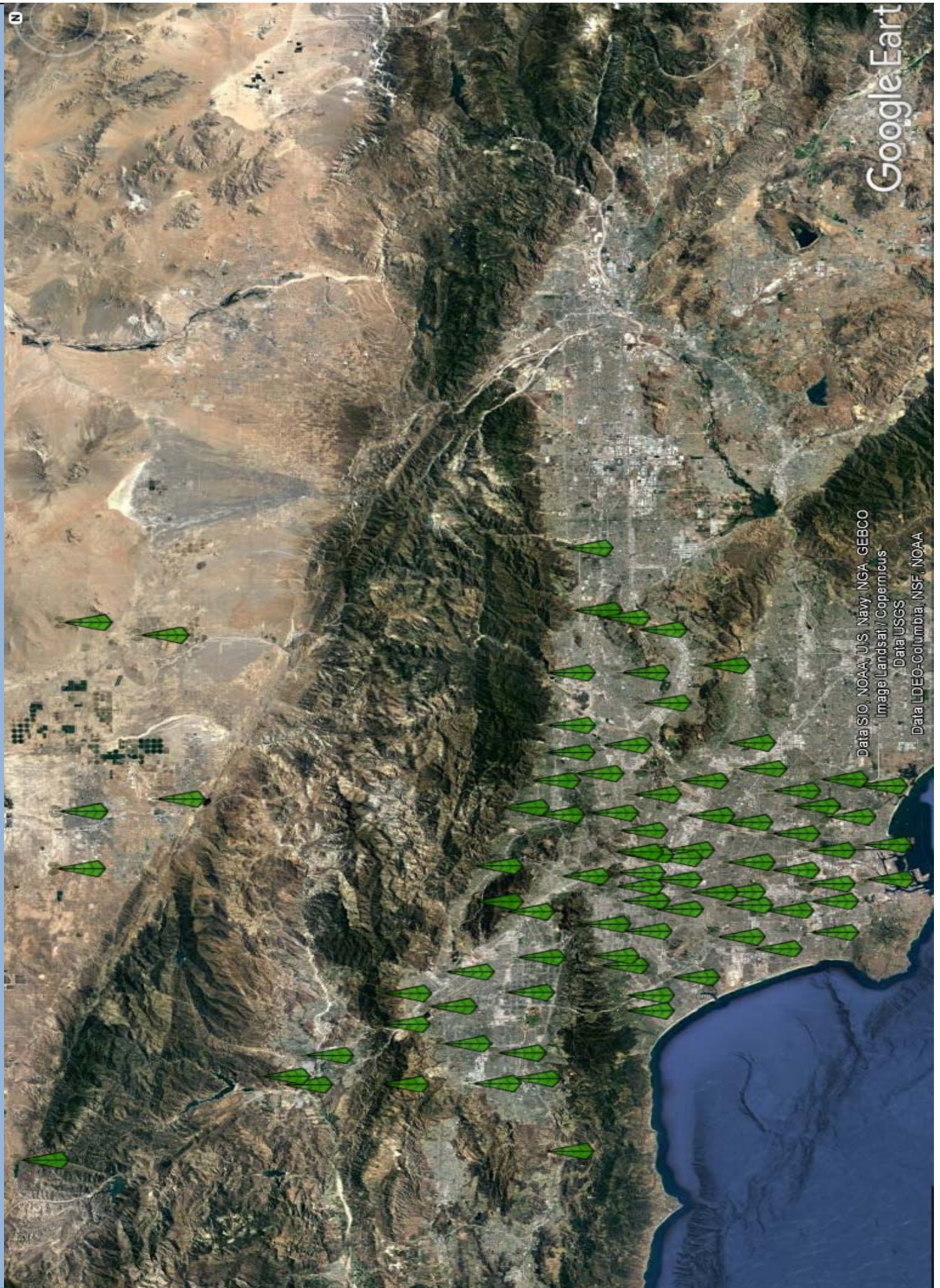
### LTE-2

- The LTE Round 2 program progressed with a decision and approval to proceed from NTIA on 3 of the 5 objectives provided for the Round 2 program. The three approved objectives are:
  1. Rapid Response Vehicles
  2. Interconnection of the Public Safety Enterprise Network (PSEN)
  3. Testing and Verification Center

The Operations team, led by Televate is currently working on details and information regarding the three objectives gathering quotes for the Rapid Response Vehicles (RRV) and the Public Safety Enterprise Network (PSEN) to be provided by MSI. The test and verification center has yet to take shape but currently under discussions.



## LTE-1 SITES



**AGENDA ITEM C**



## LMR UPDATES

### Environmental Update

- Attended teleconferences with FEMA and CalOES on May 1 and 11.
- Submitted the EMIS 5 group packages to FEMA on May 1.
- Attended a teleconference with USFS staff on May 10 to discuss the temporary special use permit process and the revised BA.
- Finalized and submitted the temporary special use permit application to conduct geotech to the USFS on May 5.
- Continued drafting the proposal for the special use permit to construct and operate the LMR sites on the Angeles National Forest.
- Submitted the revised BA for geotech on USFS sites on April 25 Continued to work with Pyramid on their environmental compliance documents and compliance reporting plans and requirements including supporting WEAP trainings. Reviewed pre-construction forms and daily and weekly compliance reports.
- Continued visits to LMR sites.

### Permitting Support

- Jacobs has begun providing guidance to MSI in completing its scope associated with coastal development permitting for sites in the Santa Catalina Island, Santa Monica Mountains, and City of Malibu Local Coastal Plans (LCPs). Jacobs is also facilitating MSI in completing its scope associated with special use permitting on National Forest lands. To that end, Jacobs initiated weekly meetings with key MSI support personnel (site and system engineering, permitting, environmental, and management), corresponding Jacobs staff, and key Authority personnel.
- In response to an MSI-submitted executive overview of the permitting process, Jacobs developed a template for the Coastal Development Permit process for MSI to complete. The template identified the permitting process for the eight coastal sites under L.A. County jurisdiction, and the checklist items that need to be completed for each permit application. The template was sent to MSI on May 9 with a request that the status of each item for each site be identified, to better track where we are in the permitting process.
- Also in response to MSI's executive overview, Jacobs developed a list of items required for inclusion in the SF 299 application package, applicable to LMR sites proposed for construction/operations on the Angeles National Forest (ANF). The list was accompanied by a request that MSI provide status for all items required for permitting all LMR sites on the ANF.

### Budget

- Jacobs and MSI are currently working through contractual True-up for all remaining sites Phases 2-4. The seven sites brought before your Board on April 6th were approved. Each site, and the corresponding changes in price based on the process, will be brought to this Board for consideration and contract approval.

### Site/Civil

Construction efforts have been completed on a handful of LMR sites including stacking of towers, concrete foundations for both shelters and generators, building of rooms in Courthouse penthouses, and the installation of lines and antennas on numerous sites. Other permit reviews recently completed by the local jurisdiction or the State have yielded additional permits allowing those sites to begin Phase 2 (Construction) as well keeping site progress on schedule. As indicated below, a group of site construction drawings are being reviewed and approved on a weekly basis providing the required pool of sites for future submittals and permits.

The LMR Radio Frequency (RF) System Design is on-going and at times very dynamic with updates and changes supporting the network microwave design. The base RF Voice layers are complete from a design perspective although there may be tweaks to individual sites based on tower heights. MSI initial review of the Backhaul design including all field path studies have been completed except for San Pedro Hill (SPH). All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues. Several sites are still under consideration for exact location due to backhaul availability.

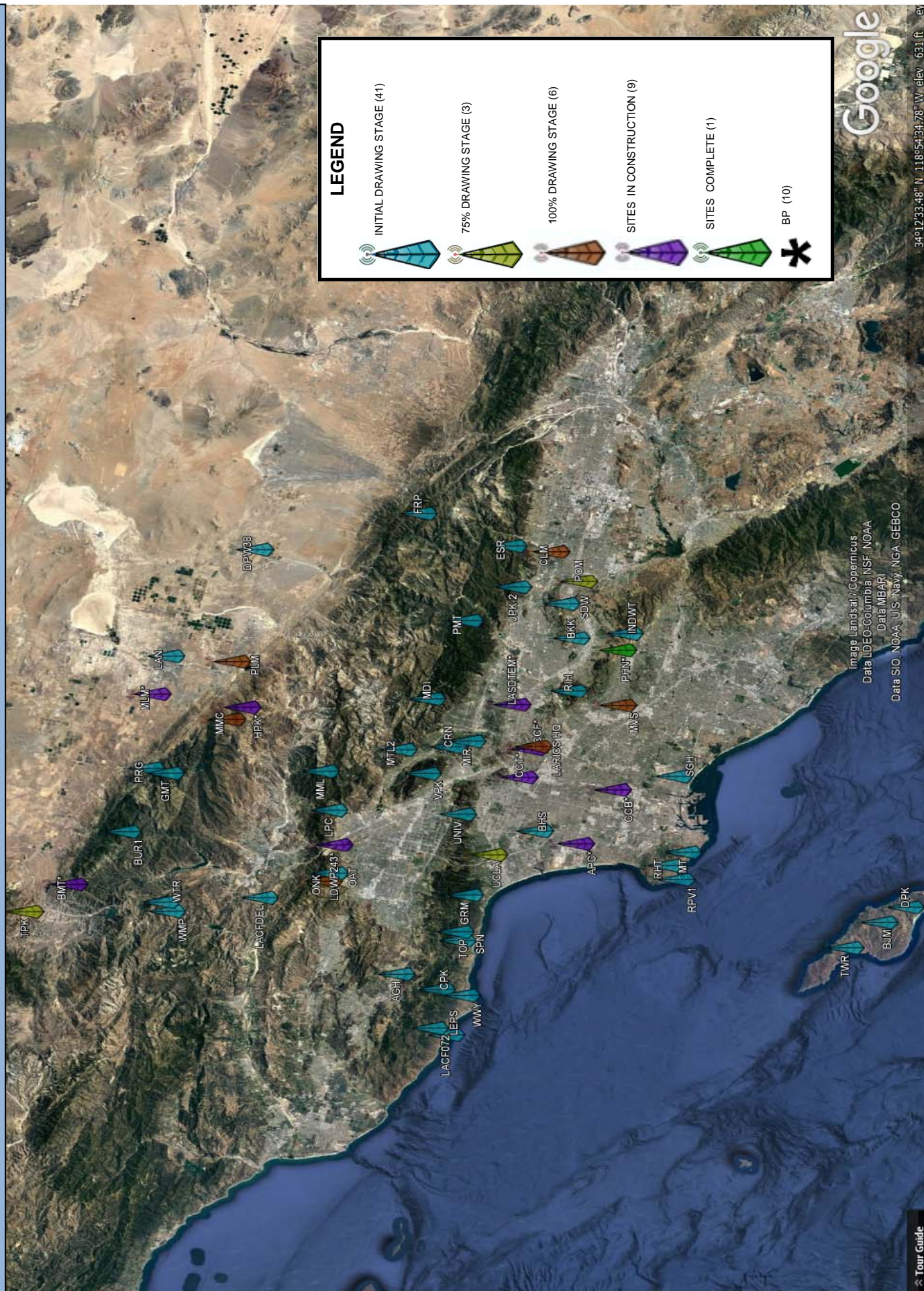
MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Twelve (12) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, MLM, MVS, and ONK) have been submitted and approvals have been received for ten (10) of the twelve sites. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. The goal at this time is to have all construction drawings completed on all sites and submitted for building permit by July 2017. This excludes the sites within Local Coastal Plans and U.S. Forest Service sites due to the lengthy process.

- As of 05/22/2017 ten LMR Building Permit Applications have been approved and construction is underway on all ten sites.
- 51 each 50% CD's have been received for review and approval by the authority as of 05/19/2017.
- 20 each 75% CD's have been received for review and approval by the authority as of 05/19/2017.
- 15 each 100% CD's have been received for review and approval by the authority as of 05/19/2017 of which 12 of them have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- With the addition of INDWT (City of Industry Water Tank site) as a replacement for the OLI (Olinda) site, Jacobs is now tasked with obtaining SAA's for 17 LMR sites. SAA's for the remainder sites are being processed by LA County CEO-RED.

## AGENDA ITEM C



# LMR SITES





## **Monthly Report #45**

**Reporting Period: 4/21/17 thru 5/17/16**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

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## 1. Executive Summary

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

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

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

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

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

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

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.

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.



On November 3, 2016 the Authority Board of Directors approved **Amendment 22** to reconcile three (3) LMR sites to reflect the updated LMR System Design and to make administrative changes to Exhibit F (Administration of Agreement). On December 12, 2016 the Authority issued **NTP 20** authorizing specified Work related to Phases 2-4 for two (2) replacement LMR sites along with Special Operations Testing for DTVRS, ACVRS, LARTCS, and NMDN.

On December 12, 2016 the Authority Board of Directors approved **Amendment 23** to authorize specified Work related to Phases 2-4 for ten (10) LMR sites.

On December 2, 2016 the Authority issued **NTP 20** authorizing Phase 2-4 work at two (2) sites; and specified pre-installation acceptance testing for DTVRS, ACVRS, LARTCS, NMDN, and final core staging and SOT Prep.

On December 19, 2016 the Authority issued **NTP 21** authorizing specified Work related to Phases 2-4 for Six (6) LMR sites; all remaining work in Phase 2-4 at one (1) site; and all work related to ACVRS equipment in Phase 3 for six (6) sites.

On January 12, 2017 the Authority Board of Directors approved **Amendment 24** reconciling the following five (5) LMR System Sites (CLM, LACFDEL, LARICSHQ, WMP, WTR) to align with the updated System Design.

On March 2, 2017 the Authority Board of Directors approved **Amendment 25** reconciling the following six (6) LMR System Sites (AGH, VPK, BMT, CRN, MVS, and ONK) to align with the updated System Design. This Amendment also acknowledges three (3) sites (BHS, DPW38, and RPV1) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On March 31, 2017 the Authority issued a Supplemental **NTP 21** authorizing specified Work related to Phases 2-4 for Seven (7) LMR sites.

On April 6, 2017 Authority Board of Directors approved **Amendment 26** reconciling the following seven (7) LMR System Sites (BUR1, JPK2, LPC, MDI, MML, MTL2, and PRG) to align with the updated System Design. This Amendment also acknowledges one (1) site (LAN) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

#### **This report covers the period from 4/21/17 thru 5/17/16**

This month's report for the LA-RICS LMR program covers the reporting period from 4/21/17 thru 5/17/16. During this reporting period associated Phase 1 tasks were performed to include A&E activities, system design, frequency planning, site scope and true-up reviews, , backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings.

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, Spectrum Fingerprinting and Noise Floor Monitoring process review, 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 weekly. MSI and the Authority continue to refine the backhaul design and have identified areas of concern and their corresponding solutions.

#### **Site Design Activities**






Site design activities for this period included site sketch development and submittals, site survey walks, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs.

#### **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 23 (out of 60) 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.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is still slow but is being followed and tracked on a weekly basis. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in A&E drawings, Building Permit Submissions, and construction starts. Individual site environmental approvals may impact geotechnical investigations. Delays with Site Access Agreements, approval of A&E drawings, and submission of and approval of permits continues to negatively impact the schedule.
Quality			The construction drawing, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times.
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 and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

## 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	

Activity Name	Activity Status
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	In Process
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Site Design, Zoning and Permitting</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring (applicable sites)	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals	In Process
<b>Pre- Construction</b>	
Pre- Construction Packages (AGH/CRN/LARICSHQ/MLM/MMC/MVS/OAT/ONK/TPK)	In Process
<b>Construction</b>	
Construction (PHN/BMT/HPK/FCCF/LDWP243/LASDTEM/APC/CCB/CCT/MLM)	In Process

## 2.2 Tasks Planned for Next Period (5/18/17 thru 6/21/17)

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

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

Activity Name	Planned Status
Submit Permits Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

Activity Name	Activity Status
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction – (PHN/BMT/HPK/FCCF/LDWP243/LASDTEM/APC/CCB/CCT/MLM)	On Going

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

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

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

Activity Name	Activity Status
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction - (AGH/CRN/LARICSHQ/MLM/MMC/MVS/OAT/ONK/TPK)	Started

### 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
Delivery of Environmental Documentation and Pre-Construction Plans	Motorola	High	The delay in submitting the required plans for construction and environmental mitigation has impacted construction starts.	Active
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. System redesign elements are impacting drawing progress for certain sites. The Authority and MSI continue to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit and the advancement of sites through the A&E process.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority	High	Overall project schedule and individual site	Active

Title	Assigned	Impact	Risk Description	Status
	& Motorola		permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	

#### 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
	None	

#### 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 25)	\$164,790,351
Cumulative Invoice Payments from Last Report	\$ 59,569,631
Total Invoice Payments This Period	\$ 36,402
Remaining Amount to be Paid	\$105,184,319

## 7. LA-RICS Master Schedule

Schedule review meetings are held weekly, the most recent being on Tuesday, 5/16/17. 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)

Summary					LMR Summary Schedule by Phase												Data Date 13-May-17																	
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016				2017				2018				2019				2020				2021							
Total		1719	1133	34.09%	09-Nov-15 A	24-Sep-21																												
LMR Phase 1		900	314	65.11%	09-Nov-15 A	06-Aug-18																												
LMR Phase 2		618	462	25.24%	29-Sep-16 A	28-Feb-19																												
LMR Phase 3		554	385	30.51%	29-Sep-16 A	30-Nov-18																												
LMR Phase 4a (Site)		623	467	25.04%	29-Sep-16 A	07-Mar-19																												
LMR Phase 4b ( SI )		673	673	0%	27-Feb-19	24-Sep-21																												



## **Monthly Report - #39**

**Reporting Period: 4/24/17 thru 5/17/17**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On July 16, 2015 the Authority approved **Amendment 11** to add 15 Cell-On-Wheels (COWs) and the PASDNP 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, 2016 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.

On December 12, 2016, the Authority and MSI executed **Amendment 19** to extend the warranty period until 3/31/17; make changes necessary to upgrade the Authority's Deployable Vehicle to support upcoming special events; reflect the reduction in certain training; reflect a reduction in Wide Area Coverage Testing; reflect an increase in Optimization Work;; authorize the Authority to release the ten

(10) percent Holdback for certain completed, accepted, invoiced, and paid work; and identify a net decrease in the Maximum Contract Sum by \$1,567,382.

On December 23, 2016 the Authority issued **NTP 36** authorizing Motorola to upgrade the Authority's Deployable Vehicle, System on Wheels (SOW) to support upcoming events.

On March 20, 2017, the Authority and MSI executed **Amendment 20** to reflect the relocate of certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department's Del Valle Training Facility.

On March 20, 2017, the Authority and MSI executed **Amendment 21** to extend the Warranty Period on a month-to-month basis, at no additional cost; with the first month commencing on April 1, 2017 and expiring on April 30, 2017.

On March 23, 2017 the Authority issued **NTP 37** authorizing Motorola to relocate certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department's Del Valle Training Facility.

On April 13, 2017, the Authority and MSI executed **Amendment 22** to create one (1) Access Point Name (APN) for a minimum of four (4) agencies.




On April 13, 2017, the Authority and MSI executed **Amendment 23** to extend the Warranty Period until May 31, 2017, at no additional cost.



On April 18, 2017 the Authority issued **NTP 38** authorizing Motorola to create one (1) Access Point Name (APN) for four (4) of the Authority's member agencies from a pool of six (6) member agencies.

**This report covers the period from 4/24/17 thru 5/17/17.**

**No new Amendments 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 final upgrade is on schedule to be delivered prior to 5/31/17. Acceptance Testing is being completed on the remaining new features implemented with the R.11 update and is expected to be completed in May. Per previous and current agreement, closeout is still forecast for 5/31/2017.
Quality			No quality issues at this time.
Risk			None at this time.

Scope		Nothing new to report.
Budget		Authority has not yet authorized payment for excess equipment that was ordered by Authority and delivered prior to any stop work notices.

## 2. Project Status

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

### 2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Provide Access and Escorts to EPC and RAN Sites	Complete
Construction, Power & Fiber for 9 SCE COW Sites	In Progress
<b>Site Construction &amp; Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites (1 LACUSC)	In Progress
<b>System Implementation (Phase 4)</b>	
LTE EPC & SMMS Software Upgrades	Complete
COW Sites Install, Configuration, Commissioning / Test	In Progress
Closeout documents & as-built drawings	Complete
LTE Training (Wave 2 scheduled)	Complete
PSBN Acceptance Test Documentation	Complete

### 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
---------------	----------------

### 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
PSBN As-Built Documentation Review	Plan to Complete
PSBN Project Closeout – Transition to Maintenance	Plan to Complete

### 3. Project Risk Register

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

Title	Assigned	Impact	Risk Description	Status
None				

### 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
	None	

## 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	N/A	N/A

## 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)	\$ 102,159,509
Cumulative Invoice Payments from Last Report	(\$ 81,849,376)
Total Invoice Payments This Period	(\$ 675,000)
Remaining Amount to be Paid	\$ 19,635,133

## 7. LA-RICS PSBN Project Schedule

Submitted this month under separate cover.

<div>JACOBS</div> <div>LA-RICS</div>		LA RICS LTE MASTER SCHEDULE				Data Date 13-May-17 Page 1 of 3		<div>Summary</div> <div>Actual Work</div>		<div>Remaining Work</div> <div>Critical Remaining</div>																												
Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	2014					2015					2016					2017																	
						J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
Total		04-Feb-14 A	01-Jun-17	98.53%	13	<div></div>																																01-Jun-17
LA_City		04-Mar-14 A	10-Oct-16 A	100%	0	<div></div>																																10-Oct-16 A
LA.LAPD077		12-Mar-14 A	22-Jul-16 A	100%	0	<div></div>																																22-Jul-16 A
LA.LAPDDVN		12-Mar-14 A	22-Jul-16 A	100%	0	<div></div>																																22-Jul-16 A
LA.LAPDFTH		12-Mar-14 A	08-Jun-16 A	100%	0	<div></div>																																08-Jun-16 A
LA.LAPDHLB		04-Mar-14 A	23-May-16 A	100%	0	<div></div>																																23-May-16 A
LA.LAPDHW		12-Mar-14 A	08-Jul-16 A	100%	0	<div></div>																																08-Jul-16 A
LA.LAPDMIS		12-Mar-14 A	29-Jul-16 A	100%	0	<div></div>																																29-Jul-16 A
LA.LAPDNHD		12-Mar-14 A	10-Oct-16 A	100%	0	<div></div>																																10-Oct-16 A
LA.LAPDNWT		12-Mar-14 A	23-May-16 A	100%	0	<div></div>																																23-May-16 A
LA.LAPDOLY		10-Mar-14 A	22-Jul-16 A	100%	0	<div></div>																																22-Jul-16 A
LA.LAPDPAC		12-Mar-14 A	08-Jul-16 A	100%	0	<div></div>																																08-Jul-16 A
LA.LAPDRAM		12-Mar-14 A	22-Jul-16 A	100%	0	<div></div>																																22-Jul-16 A
LA.LAPDTOP		12-Mar-14 A	29-Jul-16 A	100%	0	<div></div>																																29-Jul-16 A
LA.LAPDVNS		12-Mar-14 A	08-Aug-16 A	100%	0	<div></div>																																08-Aug-16 A
LA.LAPDWIL		12-Mar-14 A	29-Jul-16 A	100%	0	<div></div>																																29-Jul-16 A
LA.LAPDWLA		12-Mar-14 A	29-Jul-16 A	100%	0	<div></div>																																29-Jul-16 A
LA.LAPDWVD		12-Mar-14 A	08-Jul-16 A	100%	0	<div></div>																																08-Jul-16 A
LA.LAPP001		12-Mar-14 A	20-Jun-16 A	100%	0	<div></div>																																20-Jun-16 A
LA.LDWP243		12-Mar-14 A	05-Aug-16 A	100%	0	<div></div>																																05-Aug-16 A
LA.SEP		12-Mar-14 A	20-Jun-16 A	100%	0	<div></div>																																20-Jun-16 A
LA.SWP		12-Mar-14 A	27-Jun-16 A	100%	0	<div></div>																																27-Jun-16 A
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LA.BMT		12-Mar-14 A	15-Jul-16 A	100%	0	<div></div>																																15-Jul-16 A
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Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	2014												2015												2016												2017											
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	LA.AZPD001	12-Mar-14 A	29-Jul-16 A	100%	0																																											29-Jul-16 A					
	LA.CLM	12-Mar-14 A	29-Jul-16 A	100%	0																																											29-Jul-16 A					
LA.CPTFD04	12-Mar-14 A	23-May-16 A	100%	0																																											23-May-16 A						
LA.ELMNTPD	12-Mar-14 A	29-Jul-16 A	100%	0																																											29-Jul-16 A						
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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>

SCOTT EDSON  
EXECUTIVE DIRECTOR

June 1, 2017

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### OUTREACH UPDATE

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

Municipality	Meeting Date
<b><i>Meeting with Chief Hunt, Azusa Police Department and Team</i></b>	May 1, 2017
<b><i>Meeting with Chiefs Paz and Janowski, La Verne Police and Fire Department</i></b>	May 11, 2017
<b><i>Meeting with Bell Police Department and Team</i></b>	May 16, 2017

Executive Director Scott Edson and members of the LA-RICS Onboarding Team met with Azusa Police Department to discuss their potential use of the PSBN.

Onboarding Team members also met with La Verne Police and Fire Departments to discuss their potential use of the LA-RICS PSBN.

LA-RICS Team members next met the Bell Police Department to better understand their desire to use the PSBN and LMR, as soon as possible.

Lastly, the website redesign is complete and the new website went live on May 25, 2017, in concurrence with Volume 2, Issue 4 of the LA-RICS Newsletter.

WST:pl

**AGENDA ITEM D**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 1, 2017

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### PSBN ONBOARDING UPDATE

The purpose of this discussion item is to update your Board on the status of onboarding users, exercising the system, and other onboarding related activities pertaining to the Public Safety Broadband Network (PSBN) project. The below activities have occurred:

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed/Demo Kit/SIM cards Received
LASD	Installations in progress.	256
LACoFD	Installations in progress.	182
Inglewood PD	Delivered 2 VML routers, installation pending.	2
Claremont PD	2 Access Point Names (APN) have been requested.	2
Bell PD	Routers are configured and provisioned. To be delivered week of May 29 <sup>th</sup> .	2
Covina	2 VML routers in process of being configured and provisioned.	2
UCLA Health	Working on antennae installation for the Mobile Stroke Unit.	1
Health Services / EMS	Evaluating request for portable VMLs and one demo kit to support the West Hollywood Pride Parade and Festival on June 10-11, 2017.	1
El Segundo Fire & PD	Pending follow-up response for Police Dept. to receive Demo Kit	0
Signal Hill	Pending internal fiscal cost review.	0
La Verne PD & FD	Demo Kits provided.	2
Azusa PD	Pending Delivery of Demo Kit	0

**AGENDA ITEM E**



Active engagement continued with interested agencies via demonstrations, providing test Demo Kits, and technical coordination meetings with the participation of the Los Angeles County Sheriff's Department (LASD) and the County of Los Angeles Fire Department (LACoFD). The LACoFD began installing modems in vehicles at an accelerated pace and have exceeded their goal of 20 per week.

During this reporting period, the LA-RICS Technical Team met with representatives from the Cities of Azusa, Bell, Covina, Inglewood, and La Verne. Onboarding activities included initial meetings and assistance with the use of Demo Kits. A "Stage 2" process has been established once an agencies starts permanent installation of routers. A checklist and set of documentation has been established to assure well defined processes and consistent execution of onboarding with agencies.

The Department of Health Services, Emergency Medical Service (EMS) have requested our assistance in identifying a portable VML application that they can use to support various activities in Los Angeles County.

Additionally, the LA-RICS Technical Team progressed with detailed scope of work for agency connections to the core and contractual terms with Motorola for the associated Long Term Evolution Core engineering.

Lastly, the LA-RICS Team will make attempts to meet with at least one Member City each week to provide an update and an opportunity to use the PSBN.

WST:pl





**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 1, 2017

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

Dear Directors:

**APPROVE AMENDMENT NO. 27 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. 27 to revise Agreement No. LA-RICS 007 (Agreement) to contemplate the reconciliation of two (2) Land Mobile Radio (LMR) System Sites; include two (2) LMR System Sites into the scope of Phases 2, 3, and 4; an administrative reconciliation, reconciliation of dropped sites, a reconciliation of services performed in Phase 1, and include the LMR Mitigation and Monitoring Plan Work into the scope of the Agreement, resulting in an increase to the Maximum Contract Sum in the amount of \$561,999.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that (a) approval of the changes necessary to reflect the reconciliation of one (1) LMR System Sites Frost Peak (FRP) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was 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

**AGENDA ITEM I**

under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- b. Find that (a) approval of the changes necessary to reflect the reconciliation of one (1) LMR System Sites Los Angeles County Sheriff's Department Palmdale Station (PLM), to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the this one (1) site, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
  - c. Find that the inclusion of two (2) LMR System Sites BKK Landfill (BKK) and UCLA Factor Building (UCLA) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites. The LMR activities at Site BKK and UCLA were previously found by your Board to be statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site BKK and UCLA that is needed to provide network connectivity to the LMR System, were previously found by your Board to be categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 27 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
- a. Reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410.
  - b. Inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral



Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627.

- c. Reflect an administrative reconciliation, reconciliation of dropped sites, and a reconciliation of services performed in Phase 1 for a cost decrease in the amount of \$3,434,574.
  - d. Increase the scope to include all Work related to implementing an environmental Mitigation Monitoring Plan into the LMR program to assess and ensure required mitigation measures are met for a cost increase in the amount of \$2,912,356.
3. Authorize an increase to the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increase and decrease into consideration.
  4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 27.
  5. Delegate authority to the Executive Director to execute Amendment No. 27, 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. 27 reflects the most recent set of sites that have been reconciled and included into the scope of Phases 2, 3, and 4.

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

Approval of the recommended actions will find certain changes at sites previously found to be exempt from the CEQA or within the scope of the EIR previously certified by the Board to be within the scope of the previously approved environmental documents. Approval of the recommended actions reflect amending the Agreement to (a) contemplate the reconciliation of two (2) Land Mobile Radio (LMR) System Sites to align with the updated LMR System Design; (b) include two (2) LMR System Sites into the scope of Phases 2, 3, and 4 and exercise the Unilateral Options accordingly to align with the updated LMR System Design; (c) make changes necessary to reflect administrative revisions, reconciliation of dropped sites, and a reconciliation of services performed in Phase 1, (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring Plan into the LMR program to assess

and ensure mitigation measures are met; and (e) increase the Maximum Contract Sum for these actions in the amount of \$561,999.

As a result of the membership opt-outs and redesign efforts to date, it is necessary to reconcile the Work and equipment at two (2) LMR System Sites, contemplated in Table 1 below. 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.

TABLE 1: RECONCILIATION OF LMR SYSTEM SITES		
Item No.	Site ID	Site Description
1.	FRP	Frost Peak
2.	PLM	Los Angeles County Sheriff's Department Palmdale Station

Additionally, it is necessary to include two (2) LMR System Sites, as reflected in Table 2 below, into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

TABLE 2: INCLUSION OF LMR SYSTEM SITES		
Item No.	Site ID	Site Description
1.	BKK	BKK Landfill
2.	UCLA	UCLA (Factor Building)

Further, it is necessary to reconcile the schedule of payments to appropriately reflect administrative reconciliations, reconcile dropped sites, and reconcile services performed in Phases 1, resulting in a cost decrease in the amount of \$3,434,574.

Lastly, when your Board certified the Final EIR for the LMR Project on March 29, 2016, under CEQA, it adopted mitigation measures as a condition of LMR project approval to avoid or substantially lessen significant environmental impacts of the LMR Project. It also adopted a Mitigation Monitoring Program (MMP) to aid the Authority in its implementation and monitoring of the adopted mitigation measures. The LMR MMP would provide means to implement and monitor the adopted mitigation measures for the LMR Project. Implementation of the LMR MMP would assess and ensure required mitigation measures have been applied by way of training, surveying, monitoring and reporting. The Authority has reviewed the proposed scope and corresponding costs and determined them to be appropriate.



### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 27 will increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the project at one (1) LMR System Site FRP 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 MMP as a condition of approval for the project. The currently recommended actions related to this one (1) LMR System Site are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for this one (1) LMR System Site 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.

As the CEQA lead agency, the Authority previously determined on December 12, 2016, BKK and UCLA, and on December 17, 2015, PLM that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these three (3) LMR System Sites BKK, UCLA, and PLM is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. In connection with these approvals, the Authority also determined that leased circuit work that may occur outside of these three (3) LMR System Sites as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land). Approval of reconciliation to align with the updated LMR System Design for FRP and PLM and inclusion into the scope of Phases 2, 3, and 4, and exercising of the Unilateral Options for BKK and UCLA to align with the updated LMR System Design are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this Amendment No. 27.

Upon the Board's approval of the recommended actions for this Amendment No. 27, the Authority will file a Notice of Determination for the one (1) LMR System Sites FRP with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines, and will file a Notice of Exemption for three (3) LMR System Sites BKK, UCLA, and PLM with the County Clerk in accordance with Section 15062 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 Executive Director, or his designee, will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:rf:pl

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Enclosure

c: Counsel to the Authority



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

**Recitals**

This Amendment Number Twenty-Seven (together with all exhibits, attachments, and schedules hereto, "Amendment No. 27") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of June \_\_\_\_\_, 2017, 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; with no change to the Maximum Contract Sum.

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; with no change to the Maximum Contract Sum.

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 by \$1,285,230, 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 by \$1,169,047, 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 by \$20,240, 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 by \$68,146, 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 by \$5,177,051, 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 by \$3,671,006, 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Amendment No. 21.

The Agreement has been previously amended in Amendment Number Twenty-Two, effective November 17, 2016, to make changes necessary to reflect (a) the 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 Amendment No. 22.

The Agreement has been previously amended in Amendment Number Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

The Agreement has been previously amended in Amendment Number Twenty-Four effective January 25, 2017, to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 24.

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral



Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from \$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in this Amendment No. 27.

This Amendment No. 27 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. 27, 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. 27 refer to sections of the Base Document, as amended by this Amendment No. 27.

2. LMR System Site Reconciliation. The parties agree and acknowledge to reconcile two (2) LMR System Sites and all corresponding Work and Components to reflect the updated LMR System Design for these sites. The costs associated with these two (2) LMR System Sites are included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 6.7 of this Amendment No. 27, 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 27		
Item No.	Site ID	Site Description
2.1	FRP	Frost Peak
2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station

3. LMR System Site Inclusion. The parties agree and acknowledge to include two (2) LMR System Sites into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design. The costs associated with the inclusion of these two (2) LMR System Sites is included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 6.7 of this Amendment No. 27, the detailed costs associated with the inclusion of these sites are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

INCLUSION OF LMR SYSTEM SITES – AMENDMENT 27		
Item No.	Site ID	Site Description
3.1	BKK	BKK Landfill
3.2	UCLA	UCLA (Factor Building)

4. Exercise of Unilateral Options. As provided in Section 4.1.2.2(c) of the Base Document, Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work as it relates to two (2) LMR System Sites currently contemplated in the Design and reflected in this Amendment No. 27 and Exhibit C (Schedule of Payments) for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), to construct, purchase, and implement these two (2) LMR System Sites. Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees that it shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) Work of the two (2) LMR System Sites contemplated in this Amendment No. 27, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.

5. Amendments to the Base Document.

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

8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety-Six Million, One Hundred Sixty-One Thousand, Six Hundred Forty Dollars (\$296,161,640), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

5.2 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 Ninety-Three Million, Five Hundred Twenty Thousand, Fifty Dollars (\$293,520,050). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

6. Amendments to Agreement Exhibits.

6.1 The parties agree and acknowledge that Exhibit A (Statement of Work) is deleted in its entirety and replaced with Exhibit A (Statement of Work) attached to this Amendment No. 27, which is incorporated herein by this reference to reflect the inclusion of Task 1.9 (Mitigation Monitoring and Reporting Plan) and all corresponding deliverables to assess and ensure that the required environmental mitigation measures are implemented into the LMR program in exchange for the costs set forth in Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan) to Exhibit C (Schedule of Payments).

6.2 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. 27, which is incorporated herein by this reference.

6.3 Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) attached to this Amendment No. 27, which is incorporated herein by this reference.

- 6.4 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. 27, which is incorporated herein by this reference.
- 6.5 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. 27, which is incorporated herein by this reference.
- 6.6 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), which is incorporated herein by this reference.
- 6.7 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated April 2017, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated June 2017, 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.
- 6.8 Exhibit C (Schedule of Payments) is revised to include Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan), attached to this Amendment No. 27, which is incorporated herein by this reference.
- 6.9 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) attached to this Amendment No. 27, which is incorporated herein by this reference.
7. This Amendment No. 27 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 7.1 An authorized agent of Contractor has executed this Amendment No. 27;
  - 7.2 Los Angeles County Counsel has approved this Amendment No. 27 as to form;
  - 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 27; and
  - 7.4 The Executive Director of the Authority has executed this Amendment No. 27.
8. Except as expressly provided in this Amendment No. 27, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

9. Contractor and the person executing this Amendment No. 27 on behalf of Contractor represent and warrant that the person executing this Amendment No. 27 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 27, and that all requirements of Contractor to provide such actual authority have been fulfilled.
10. This Amendment No. 27 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-SEVEN**  
**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. 27 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

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

Scott Edson  
Executive Director

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

Norm Folger  
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

**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM**

**STATEMENT OF WORK**

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This Exhibit A and Exhibit B (LMR System Specifications) describes the scope of Work Contractor will perform under this Agreement. Contractor shall perform, complete, and deliver all Work, however denoted, as set forth in this Exhibit A and Exhibit B (LMR System Specifications).

## **1. Project Management Plan**

### **Task A.1: Project Management Plan**

The Contractor will provide a Project Management Plan (PMP). The PMP will be a mission-critical, public safety communications program document that defines the LA-RICS project scope, project management controls, project schedule, Site Work, and network implementation. The Contractor will use a PMP for this LA-RICS Project and it will describe the Contractor's approach to management of all Work required to complete all Phases of the LA-RICS Project, including, at a minimum the following:

- a. Project Management Staff (Contractor Key Personnel).
- b. Overview and Scope.
- c. Communications Plan.
- d. Integrated Master Schedule.
- e. Documentation Plan.
- f. Quality Control Plan.
- g. Change Order Process/Change Management Plan.
- h. Risk Management Plan.
- i. Network Design and Implementation Plan.
- j. Site Design and Construction Plan.
- k. Testing and Acceptance Plan.
- l. Training Plan.
- m. Transition Plan.
- n. Value Engineering Plan.

The PMP is the program management guide for everyone involved in the LA-RICS Project. It contains all program plans noted above. Any deviation from the scope and execution of plan(s)

in the PMP will be documented and approved by the Authority as outlined in the Change Management Process contained herein.

The PMP is a single document that encompasses all program control processes, reporting processes, quality and risk mitigation plans, project execution, Acceptance, Transition Plans, and program management control systems (as noted in the list above). It should be considered the governing document for the Authority and the Contractor to manage the LMR System network and construction components of the overall program. The PMP should be tabbed for easy access to each of the component plans.

## **Deliverable A.1: Project Management Plan**

### **1.1. Project Management Staff (Contractor Key Personnel)**

#### **Task A.1.1: Project Management Staff**

The Contractor will assign, at a minimum, the following Contractor Key Personnel to the LA-RICS Project:

- a. Project Director.
- b. Project Manager.
- c. Site Design and Construction Manager.
- d. Network Design and Implementation Managers.

Any changes to the Contractor's Key Personnel will be submitted to the Authority's Project Director for approval in accordance with Section 37 (Administration of Agreement – Contractor) of the Base Document.

The following Subtasks will be performed for Task A.1.1 (Project Management Staff):

#### **1.1.1. Project Director (full time)**

- 1.1.1.1. The Contractor's Project Director will be the responsible point of contact for Contractor's overall performance of and compliance with this Agreement.
- 1.1.1.2. The Contractor's Project Director will have the authority to commit the Contractor's resources to meet the requirements of the Agreement.
- 1.1.1.3. The Contractor's Project Director will be responsible for managing all Work by providing direction to the Contractor's project management team.

1.1.1.4. The Contractor's Project Director will meet and confer with the Authority's Project Director and the Authority's Project Manager on a regular basis and otherwise when and as requested by the Authority Project Director. Such meetings will be conducted at a time and place convenient to the Authority.

1.1.2. Project Manager (full time)

1.1.2.1. The Contractor's Project Manager will be responsible for planning and coordinating all Work related to the LMR System on a daily basis.

1.1.2.2. The Contractor's Project Manager will be the primary liaison between the Authority and the Contractor.

1.1.2.3. The Contractor's Project Manager will interface with the Authority's Project Manager on a regular and scheduled basis and otherwise when and as requested by the Authority's Project Manager. Such meetings will be conducted at a time and place convenient to the Authority.

1.1.2.4. The Contractor's Project Manager will give daily personal attention and supervision to the Work until it is entirely completed.

1.1.2.5. The Contractor's Project Manager will be competent to manage, superintend, and direct the progress of the Work, and will be authorized to receive instructions and to act for the Contractor on all matters related to the Work.

1.1.3. Site Design and Construction Manager (full time)

1.1.3.1. The Contractor's Site Design and Construction Manager will have the overall responsibility for developing the Site Design Documents and Site Improvement Documents for each LMR System Site and each other LA-RICS Site under Phase 1, to be used for the ultimate construction of the Site Improvements for each such LMR System Site(s) and each such other LA-RICS Site(s) under Phase 2, Site Construction and Site Modification. The Site Design and Construction Manager will direct a team that includes architects and/or engineers licensed by the State of California.

1.1.3.2. The Contractor's Site Design and Construction Manager will perform such observations as are necessary for such person to keep familiar with the conditions at each LMR System Site(s) and each other LA-RICS Site(s), as well as with the overall progress of the Site Work, including design, construction, and modification.

- 1.1.3.3. The Authority requires that the Contractor's Site Design and Construction Manager participate in any discussions between Authority staff and Contractor staff concerning Work under Phases 1 and 2.
- 1.1.4. Network Design and Implementation Manager (full time)
  - 1.1.4.1. The Contractor's Network Design and Implementation Manager will have the overall responsibility for developing the Network Design Documents and Network Implementation Documents for the hybrid LMR System, including the DTVRS, ACVRS, LARTCS, NMDN, Backhaul, and all LMR Subsystems, at each LA-RICS Site, to be used for the ultimate network deployment of the hybrid system at each such LMR System Site(s) and each such other LA-RICS Site(s) under all Phases of the LA-RICS Project.
  - 1.1.4.2. The Contractor's Network Design and Implementation Manager will oversee such design, deployment, test, and acceptance tasks as are necessary for such person to keep familiar with the conditions at each LMR System Site(s) and each other LA-RICS Site(s), as well as with the overall progress of the Network Design and Implementation on a daily basis.
  - 1.1.4.3. The Authority requires that the Contractor's Network Design and Implementation Manager participate in any discussions between Authority staff and Contractor staff concerning Work under Phases 1 through 4 and Service Delivery Manager in Phase 5.

**Deliverable A.1.1: Project Management Staffing Plan****1.2. Overview and Scope****Task A.1.2: Overview and Scope**

The following Subtasks will be performed for Task A.1.2 (Overview and Scope):

- 1.2.1. The Contractor will prepare a master Project Management Plan (PMP) that will contain a project overview and detailed project scope, to include, at a minimum, this LA-RICS Project Statement of Work. The project overview will be a summary of all work to be performed by the Contractor, including the Contractor's understanding of the LA-RICS Project and overall methodology for successful completion.
- 1.2.2. The project scope will detail the Work to be performed by the Contractor and include a Roles and Responsibilities matrix indicating the Work to be performed during each Phase of the LA-RICS Project and the responsible personnel for each entry.

**Deliverable A.1.2: Overview and Scope**

### **1.3. Communications Plan**

#### **Task A.1.3: Develop Communications Plan**

The Contractor will establish a Communications Plan that will include formats, processes, and forms for relaying any and all information between the Contractor and the Authority. The Communications Plan should include at a minimum the following items:

- a. Email between the Contractor and the Authority.
- b. Meeting minutes.
- c. Telephone conversations between the Contractor and the Authority.
- d. Periodic project status meetings and reports as agreed and determined by the Authority's Project Director and/or Authority's Project Manager.
- e. Monthly status meetings and reports.
- f. Weekly status meetings and reports.
- g. Daily status reports.
- h. Ad hoc reports as required by the Authority's Project Director and/or Authority's Project Manager.
- i. Communications channels and medium.
- j. Maintaining and marking of program documents.

The following Subtasks will be performed for Task A.1.3 (Develop Communications Plan):

#### **1.3.1. E-Mail**

- 1.3.1.1. E-mail is highly encouraged as a communication medium because it is quick and allows multiple interested parties to be included. E-mail may be used as a stand-alone communication tool or it may be used as a tool to transmit other communication tools such as project and meeting notes or letters. Where an e-mail is a stand-alone document, the subject should be very clear and concise to allow for proper attention, response, and follow-up filing.
- 1.3.1.2. All e-mail will contain a disclaimer to be determined by the Contractor and the Authority. The Authority's Project Director will determine the exceptions to when and how disclaimers will be used on LA-RICS Project Documentation.

#### **1.3.2. Meeting Minutes**

- 1.3.2.1. The Contractor and the Authority will determine the process for capturing, distributing, and maintaining formal meeting minutes. Formal status and decision meetings require that meeting minutes be produced in order to document the assigned actions and key decisions, as well as other pertinent information. Exceptions would be routine status meetings, such as the weekly site meetings or project review meetings. For these meetings, maintaining an Issues/Action Item Log will be sufficient documentation for the meeting actions and follow-up.
- 1.3.2.2. Generally, the Authority will be responsible for the recording of meeting discussions, however, the Contractor will also maintain meeting minutes and reconciliation of decisions, actions, assignments, etc., will be required between the Contractor and the Authority.
- 1.3.2.3. The meeting organizer will determine, in concert with the Authority, if a meeting requires formal Documentation of minutes. It is not envisioned that formal meeting minutes would be taken during all meetings between the Authority and the Contractor.

### 1.3.3. Telephone Discussion

Telephone calls in which instructions are given that may result in a change of scope, or Project Schedule, or that may impact an agreement previously reached, must be documented with follow-up e-mail, letter, or other confirming correspondence.

### 1.3.4. Project Status Reports

The Contractor will provide the Authority's Project Director, after review by the Authority's Project Manager, with periodic and other written reports which will include, at a minimum, the following information:

- a. Period covered by the report.
- b. The Work provided during the reporting period.
- c. The Work completed during the reporting period and whether it was done/completed timely.
- d. The Work scheduled, but not completed during the reporting period.
- e. Tasks, Subtasks, Deliverables, goods, services and other Work scheduled to be completed in the next reporting period.
- f. Issues resolved and remaining to be resolved.
- g. Summary of the LA-RICS Project status as of the reporting date.



- h. Updated LA-RICS Project control document, if applicable.
  - i. Any other information that the Authority may request from time-to-time.
- 1.3.4.1. Monthly Reports
- 1.3.4.1.1. In addition to the schedules required hereunder and in addition to all other reports required by this Agreement, the Contractor will provide the Authority's Project Director, after review by the Authority's Project Manager, with monthly written reports concerning the LA-RICS Project. Unless otherwise directed by the Authority in writing, these reports will include an Executive Summary, and each report will address, at a minimum:
- a. General project status.
  - b. Project risk tracking in the form of a Risk Register.
  - c. Problems, areas of concern, and corrective or remedial actions taken.
  - d. Cost summaries and cash flow (actual and projected).
  - e. Summary narrative of the progress of the LA-RICS Project.
- 1.3.4.1.2. The Contractor will, in its monthly report, list and describe all events and circumstances of which the Contractor is aware that have delayed or may delay any of the Work.
- 1.3.4.1.3. Additionally, the Contractor will submit monthly reports and these reports must be comprehensive and fully descriptive of the current status of the LA-RICS Project, and include the following:
- 1.3.4.1.3.1. Disputes and Claims. The Monthly Project Report will include a section that describes all disputes, potential claims, and claims made.
  - 1.3.4.1.3.2. Outstanding Issues Log (the "OIL Log"). The Monthly Project Report will include a section on Outstanding Issues or the "OIL Log". The narrative will include all Contractor and Subcontractor concerns with, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.
  - 1.3.4.1.3.3. Look-Ahead Task List. The Monthly Report will include a "look-ahead" section. The look ahead section will include a one hundred twenty (120) Day look-ahead/Task listings for the Authority's planning purposes, of the Authority-specific activities, coordination, inspections, approval, tie-ins, connections, consents, and decisions necessary from the Authority to facilitate Contractor's

progress. This section will also include a sixty (60) Day look-ahead/Task listing for the Authority's planning purposes, of all testing(s) and inspection(s) scheduled for the LA-RICS Project during the look-ahead period.

1.3.4.2. Weekly Reports

1.3.4.2.1. The Contractor will provide weekly reports showing Contractor and Subcontractor personnel, equipment, and supervision, Work started and completed and any impediments, problems, or delays, for the upcoming week, including risk issues. The weekly report will also reflect Integrated Master Schedule (IMS) events that are or might become at risk, for all LMR System network and Site Work and will describe all events, conditions and circumstances requiring notice by Contractor pursuant to Section 2.3.9.1 (Notice) of the Base Document.

1.3.4.2.2. The Contractor will submit to the Authority weekly reports in the content and format as agreed to by the Authority's Project Director, Authority's Project Manager, and the Contractor.

1.3.4.3. Daily Reports

1.3.4.3.1. The Contractor will provide daily reports showing Contractor and Subcontractor personnel, equipment, and supervision, Work started and completed and any impediments, problems, or delays, for the workday, including risk issues and IMS events that are or might become at risk. The Contractor will submit to the Authority weekly, unless directed to provide daily by the Authority.

1.3.4.3.2. The Contractor will submit to the Authority daily reports in the form and content agreed to by the Authority's Project Director, Authority's Project Manager, and the Contractor.

1.3.5. LA-RICS Project Website

The Contractor will provide a secure project management website with daily up-to-date LA-RICS Project-related documents, activities, and schedules. The Contractor website will provide groupware capability to accommodate all Authority staff members, as determined by the Authority. The Authority currently uses SharePoint as its document management tool and document repository, however the Contractor's project website will be used for progress tracking and will be accessed by Authority personnel as the Authority's Project Director may assign.

**Deliverable A.1.3: Deliver Communications Plan.**

The Communications Plan will be delivered within 90 days of the NTP of Phase 1.

## **1.4. Integrated Master Schedule (IMS)**

### **Task A.1.4: Create Integrated Master Schedule (IMS)**

The following Subtasks will be performed for Task A.1.4 (Create Integrated Master Schedule (IMS)):

- 1.4.1. The Contractor will provide an Integrated Master Schedule (IMS) that conforms to the requirements set forth in Exhibit H (Project Schedules and Reports) of this Agreement, which sets forth (a) each numbered Task and associated Subtasks, Deliverable, and Milestone in the Detailed Work Plan included in such Phase, and (b) a timeline for completion of, and a Gantt chart for, such Task and associated Subtasks, Deliverable, and Milestone, stating the number of calendar days commencing upon the Authority's issuance of the Notice to Proceed for the Phase and continuing through completion of such Task and associated Subtasks, Deliverable, and Milestone.
- 1.4.2. The LA-RICS Project Integrated Master Schedule (IMS) is the all-encompassing roadmap to project completion. The Contractor will provide an IMS that includes all LA-RICS Project related Tasks and associated Subtasks, Milestones, start and end dates, Task prerequisites and/or dependencies and critical paths, as well as Task owners.
- 1.4.3. The Contractor will include all major Tasks and supporting Subtasks in the IMS, and provide an IMS that captures LA-RICS Project Tasks in the Work Breakdown Structure (WBS) format.
- 1.4.4. The Contractor will report Project Schedule variances monthly at a minimum, and weekly as program requirements may dictate.
- 1.4.5. The Authority will dictate the reporting frequency depending on the day-to-day flow of the LA-RICS Project. During conditions when project risks become a concern to the Authority, the Authority's Project Director and/or the Authority's Project Manager will determine the frequency and content of reporting.
- 1.4.6. The IMS will serve as a critical reporting and planning tool for the LA-RICS Project. It will also serve as a tool to record the progress on various program Phases and Tasks, Subtasks, Deliverables, capture the timing and execution of each Phases and Tasks, Subtasks, Deliverables, and provide look-ahead forecasts to ensure the overall LA-RICS Project is on track.
- 1.4.7. The Contractor will develop and implement the IMS using Oracle's Primavera P6 application, and the IMS will be updated weekly or as otherwise dictated by the Authority, depending on LA-RICS Project requirements.

1.4.8. The Contractor will divide the IMS into the LA-RICS Project's five Phases which are further described below. The term “ensure” as used in Sections 1.4.8, 1.4.9 and 1.4.12, is subject to extensions of time as provided in the Base Document and when an NTP is provided by the Authority. The LA-RICS Project's five Phases and completion times are:

1.4.8.1. Phase 1 – LMR System Design.

1.4.8.1.1. Project Description – The Contractor will ensure that all Work associated with delivering the Project Description for the LMR System will be completed and delivered to the Authority within ninety (90) calendar days of receiving a Notice to Proceed under Phase 1.

1.4.8.1.2. LMR System Design – The Contractor will ensure that all Work associated with delivering the LMR System Design for the LMR System is completed and approved by the Authority within three hundred sixty-five (365) calendar days of receiving a Notice to Proceed under Phase 1.

1.4.8.1.3. LMR Site Design – The Contractor will ensure that all Work associated with delivering the Site Design Documents for the LMR System is completed and approved by the Authority within three hundred sixty-five (365) calendar days of receiving a Notice to Proceed for the LMR System under Phase 1.

1.4.8.2. Phase 2 – LMR Site Construction and Site Modification.

The Contractor will ensure that all Work associated with Phase 2 for the LMR System is completed and approved by the Authority within eighteen (18) calendar months of receiving the Notice to Proceed under Phase 2, but no later than June 30, 2016.

Phase 3 – Supply LMR System Components.

1.4.8.2.1. The Contractor will ensure that all Work associated with Phase 3 for the LMR System is completed and approved by the Authority within ten (10) calendar months of receiving the Notice to Proceed under Phase 3.

1.4.8.3. Phase 4 – LMR System Implementation.

1.4.8.3.1. The Contractor will ensure that all Work associated with furnishing, delivering, and installing the LMR System is completed and approved by the Authority within twelve (12) calendar months of receiving a Notice to Proceed therefore under Phase 4.

1.4.8.3.2. The Contractor will ensure that all Work associated with testing the LMR System, as defined in this Agreement, is completed and approved by the Authority within

twelve (12) calendar months of completing the furnishing, delivering, and installing the LMR System noted above.

- 1.4.8.3.3. The Contractor will ensure that all Work associated with training and migrating all Users from their existing systems to the LMR System is completed and approved by the Authority within twenty-four (24) calendar months of receiving a Notice to Proceed therefore under Phase 4.
- 1.4.8.3.4. The Contractor will ensure that the Final LMR Systems Acceptance under and as defined in this Agreement is achieved and approved by the Authority no later than five (5) calendar years of receiving the first Notice to Proceed for Phase 1.
- 1.4.8.4. Phase 5 – LMR System Maintenance.
- 1.4.9. The Contractor will ensure that the Project Schedule is based on and incorporates Deliverable and Milestone completion dates specified in this Agreement.
- 1.4.10. The Contractor will work with the Authority to develop and maintain an IMS that incorporates grant funding timelines.
- 1.4.11. The Contractor's Project Manager and the Authority's Project Manager will agree to the format, content, coding, and management of the IMS.
- 1.4.12. The Contractor will ensure that the overall project time of completion, and the time of completion for each Deliverable and Milestone shown on the IMS, will adhere to times specified above, unless an earlier (advanced) time of completion is requested by the Contractor and agreed to in writing by the Authority.
  - 1.4.12.1. The Authority is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Agreement Time.
  - 1.4.12.2. The Contractor is not entitled to extra compensation in the event the Agreement Time is reached on an earlier (advanced) schedule and the Contractor completes its Work, for whatever reason, beyond the completion date shown in earlier (advanced) schedule but within the Agreement Time.
  - 1.4.12.3. Failure of the IMS to include any element of the Work, or any inaccuracy in the Project Schedule, shall not relieve the Contractor from responsibility for accomplishing the Work in accordance with this Agreement. The Authority's acceptance of any IMS shall be for its use in monitoring and evaluating the progress of the LA-RICS Project, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon the Authority, or act to relieve the

Contractor of its responsibility for performance of the Work and compliance with this Agreement.

1.4.13. Initial and Baseline IMS and Updates and Modifications

1.4.13.1. The Initial IMS, as initiated by the Authority's Notice to Proceed , and subsequently contained in the IMS and as submitted by the Contractor, will be reviewed and approved by the Authority within ten (10) Business Days following the Effective Date. Once approved by the Authority in accordance with this Agreement, the Initial IMS shall serve as the Contractor's schedule for all Work under Phase 1 of the LA-RICS Project.

1.4.13.2. The Contractor will include in the Initial IMS a detailed plan for all Work under Phase 1 of the LA-RICS Project, including, but not be limited to:

1.4.13.2.1. Details of planned mobilization of personnel, plant and equipment.

1.4.13.2.2. Sequence of early operations.

1.4.13.2.3. Procurement of materials and equipment, all as needed for Phase 1, LMR System Site and LMR System Design, of the LA-RICS Project.

1.4.13.3. Without limiting the foregoing, the Contractor will include in the initial IMS, without limitation, the completion date for the baseline Project Schedule. This IMS completion date will be not later than Contractor's delivery of the Project Description as required by this Agreement.

1.4.13.4. The Baseline IMS will indicate a detailed plan for all Work under Phases 1 through 4 of the LA-RICS Project. The Contractor will submit its baseline IMS for review and approval by the Authority by the date specified in the approved initial IMS, but not later than the required delivery date of the Project Description as required by this Agreement.

1.4.14. IMS Format and Level of Detail

1.4.14.1. Each LA-RICS Project IMS (initial, baseline, and all modifications and updates) created by the Contractor will employ critical path methodology and indicate all discrete Contractor activities required for completion of the Work, including but not limited to the following:

1.4.14.1.1. All Contractor, Subcontractor, and other assigned Work will be shown in a logical Work sequence that demonstrates a fully-coordinated plan of Work in order to achieve timely completion of all Work under Phases 1 through 4 of the LA-RICS



Project, and to provide a common basis of acceptance, understanding, and communication, as well as the interface of the Contractor's Work with all Other Contractors, Subcontractors, and the Authority.

- 1.4.14.1.2. All activities related to the delivery, staging, and installation of all the Contractor furnished equipment will be shown.
- 1.4.14.1.3. All activities will be identified through codes or other identification to indicate the installation sites and Contractor's responsibilities, to which they pertain, at each of the LMR System Sites and each other LA-RICS sites.
- 1.4.14.1.4. The IMS will itemize the Work into all discrete activities and employ durations of not more than twenty-one (21) Days, or as otherwise agreed to in writing by the Authority's Project Manager. In any case where the schedule contains a Task duration in excess of 21 days, the Contractor shall provide a schedule update providing for discrete activities employing a Task duration of not more than 21 days no less than 60 days prior to the performance of the Work.
- 1.4.14.1.5. All hard copy prints of the schedule provided by the Contractor to the Authority, will include printouts that show the critical path in red, and also include printouts that show for each activity: early start, late start, early finish, late finish, durations measured in Days, the LA-RICS Project float, and all predecessor and successor activities.
- 1.4.14.2. Failure by the Contractor to include on the IMS any element of Work required for performance of the Work will not excuse the Contractor from completing all Work required by this Agreement.
- 1.4.14.3. The Contractor will update weekly and issue a two-week (minimum or such additional period as the Authority may reasonably request) "look ahead," detailed daily bar chart schedule.
- 1.4.14.4. The Contractor will prepare the IMS using Primavera Suretrak, Primavera P6 Project Planner software (latest version), or other software approved in writing by the Authority for all scheduling, including schedule updates, as the Authority may request. For schedules generated using Primavera P6 Project Planner, the Contractor will submit electronic schedules in a format compatible with Primavera Suretrak software. Additionally,
  - 1.4.14.4.1. The Contractor will complete all data point entries in the scheduling software.

1.4.14.4.2. For each separate activity in the initial and Baseline Project Schedules and all modifications and updates, the Contractor will complete the data point entry to identify its duration and logic ties, including activities added to the schedule or noted on the schedule for information.

1.4.14.4.3. The Contractor will provide the Authority with complete electronic copies of IMS files, with each update and each payment application noted.

#### 1.4.15. Monthly IMS Update Submittals

1.4.15.1. Following the Authority's acceptance of the Contractor's initial IMS, and following the Authority's acceptance of the Contractor's baseline Project Description and Schedule, the Contractor will monitor the progress of the Work and update the Schedule each month (at a minimum) to reflect actual progress (shown in blue) and any anticipated changes to planned activities.

1.4.15.2. The Contractor will submit each proposed monthly Project Schedule update for review and approval by the Authority by no later than the last Thursday of the month following the month to which the update pertains.

1.4.15.3. The Contractor will continue to show, in each update, all Work activities including those already completed. Completed activities (shown in blue) will accurately reflect "as-built" information by indicating the dates on which all scheduled activities were actually started and completed.

1.4.15.4. The Contractor will provide accurate as-built information.

1.4.15.5. The Contractor will show in red the critical path for the LA-RICS Project on each LA-RICS Project IMS submitted.

1.4.15.6. No LA-RICS Project IMS update will contain any modification to any of the logic or durations shown in the last Authority-approved LA-RICS Project IMS, without prior written approval of each modification by the Authority.

1.4.15.7. Updating, modifying, changing or revising of any report, schedule or narrative submitted to the Authority by the Contractor, in accordance with this Agreement, or the Authority's review or acceptance of any such report, schedule, or narrative, will not have the effect of amending or modifying, in any way, the Agreement Completion date, Deliverable or Milestone dates, or of modifying or limiting, in any way, the Contractor's obligations under this Agreement.

#### 1.4.16. Recovery Schedule

- 1.4.16.1. If a LA-RICS Project IMS update shows a completion date of twenty-one (21) Calendar Days beyond the Agreement Time, or individual Deliverable or Milestone completion date, the Contractor will submit to the Authority within seven (7) Calendar Days the proposed revisions to recover the lost time.
- 1.4.16.2. As part of this submittal, the Contractor will provide a written narrative for each revision to the LA-RICS Project IMS proposed to be made to recapture the lost time. If the revisions include sequence changes, the Contractor will provide a schedule diagram, including a scheduling analysis fragnet, comparing the original sequence to the revised sequence of Work. The Contractor will also provide the following:
  - 1.4.16.2.1. Show the intended critical path.
  - 1.4.16.2.2. Secure appropriate Subcontractor and supplier consent to the recovery Project Schedule.
  - 1.4.16.2.3. Submit a narrative explaining all changes, duration changes, added/deleted activities, critical path changes, and identify all near critical paths and man-hour loading assumptions for major Subcontractors.
- 1.4.16.3. The Authority shall have the right to approve or disapprove each such proposed revision(s).

#### 1.4.17. Time Impact Evaluation for Amendments, Extensions, and Delays

- 1.4.17.1. If the Contractor requests a time extension or compensation for delay for any reason, the Contractor will submit a Time Impact Evaluation (TIE) that includes both a written narrative and a schedule diagram, including a scheduling analysis fragnet, depicting how the changed Work or other impact, event, or circumstance affects scheduled activities. The schedule diagram will show how the Contractor proposes to incorporate the changed Work or other impact, event, or circumstance into the schedule, and how it impacts the current LA-RICS Project IMS update critical path or otherwise.
- 1.4.17.2. The Contractor will be responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram will be tied to the main sequence of scheduled activities to enable the Authority to evaluate the impact of changed Work to the scheduled critical path. The Authority may deny such time extension(s) in its sole discretion.

- 1.4.17.3. The Contractor will be responsible for all costs associated with the preparation of all TIEs, and the process of incorporating TIEs into the current schedule update. The Contractor will provide the Authority with four (4) hard copies and one (1) electronic copy of each TIE.

**Deliverable A.1.4: Deliver Integrated Master Schedule (IMS)****1.5. Documentation Plan****Task A.1.5: Create Documentation Plan**

The following Subtasks will be performed for Task A.1.5 (Create Documentation Plan):

- 1.5.1. The Contractor will provide a Project Documentation Plan that will outline procedures for maintaining all Documentation on the LA-RICS Project, including but not limited to:
- a. Detailed work plan.
  - b. Work breakdown structure.
  - c. Milestone chart.
  - d. Gantt chart.
  - e. Reporting plan.
  - f. Project organization.
  - g. Staffing and resource allocation.
  - h. LMR System and LMR Subsystem Documentation.
  - i. As-Built Documentation.
  - j. Maintenance documentation.
  - k. Any/all such project management tools and metrics necessary to successfully conduct and complete the LA-RICS Project.

At a minimum, the Project Documentation Plan will contain the following sections:

**1.5.2. Project Documentation**

- 1.5.2.1. A standardized Document Management Plan is a vital tool for large and complex project management. The LA-RICS Project will create and receive hundreds to thousands of pertinent documents during the lifetime of the LA-RICS Project. Documents are contractual communications relevant to the LA-RICS Project for

- record purposes, including letters, emails, drawings, requests for information, schedules, photos, submittals, as-built documents, electronic data, etc. It is vitally important to maintain them for day-to-day operations, cost management, risk management, close-out, and historical records.
- 1.5.2.2. The Contractor will define in its Document Management Plan a Project Documentation Control system that articulates which LA-RICS Project-specific documents and information will be documented and in what media and/or format LA-RICS Project documents will be maintained, categorized, and filed for easy retrieval throughout the LA-RICS Project.
- 1.5.2.3. The Contractor will standardize LA-RICS Project Documentation to the greatest extent possible in order to build Authority confidence that:
- 1.5.2.3.1. There will be a comprehensive historical record of the LA-RICS Project at completion
- 1.5.2.3.2. Productivity will be increased with a standard system providing quick, efficient access to any document, at any time
- 1.5.2.3.3. Risk can be managed, and if claims do arise, they can be handled efficiently because the documentation will be easily accessible
- 1.5.2.3.4. The Contractor will define, in the Project Documentation Plan, how the LA-RICS Project file structures will be created that addresses and ensures that:
- 1.5.2.3.4.1. The integrity, quality, and status accountability of the Documentation, including baseline, contract drawings, Specifications, budget, and schedule will be maintained throughout the LA-RICS Project, that is, design, build, construction and deployment, test and Acceptance, and Warranty and Maintenance.
- 1.5.2.3.4.2. A responsive, effective, and consistent approach to change, claims, and records management for the LA-RICS Project.
- 1.5.2.3.4.3. Active and historical records and files are properly maintained and in appropriate locations. This provides technical and cost accountability for design and revision of the project baseline and provides necessary information for ongoing system operations and maintenance.
- 1.5.2.4. The Contractor will articulate document control procedures that cover the following minimum criteria:

- 1.5.2.4.1. Procedures to process, distribute, maintain, control, and protect LA-RICS Project documents.
- 1.5.2.4.2. Identification of vital LA-RICS project records and how they will be managed.
- 1.5.2.4.3. Processes for incoming and outgoing correspondence.
- 1.5.2.4.4. Distribution processes.
- 1.5.2.4.5. A File Naming Convention.
- 1.5.2.4.6. Protocols for maintaining drawings.
- 1.5.2.4.7. Establishment of a Disaster protocol for documents.
- 1.5.2.5. The Contractor will provide strict correspondence control for incoming, outgoing, and internal correspondence that will address, at a minimum:
  - 1.5.2.5.1. The format and content of outgoing and internal correspondence.
  - 1.5.2.5.2. Processing incoming/outgoing/internal correspondence.
  - 1.5.2.5.3. Handling actions items and response due items.
  - 1.5.2.5.4. The Document Tracking Number (DTN).
  - 1.5.2.5.5. Correspondence retrieval.
- 1.5.2.6. The Contractor will establish procedures for document scanning and ensure that all LA-RICS Project related documents are maintained in an electronic format to the maximum extent possible.
- 1.5.2.7. The Contractor will establish procedures to control document reproduction of drawings, Specifications, etc., and these procedures will address:
  - 1.5.2.7.1. Submitting and approving document requests.
  - 1.5.2.7.2. Ordering document copies from reproduction services.
  - 1.5.2.7.3. Receipt and quality check of the reproduction orders.
- 1.5.2.8. The Contractor will establish procedures to control document distribution and these procedures will address:



- 1.5.2.8.1. All baseline documents will be issued by controlled copy to ensure that all document holders have the current revision of the document.
- 1.5.2.8.2. All controlled and/or sensitive documents will be appropriately classified, marked, and identified as to who will have document access.
- 1.5.2.8.3. Document distribution will be outlined through a distribution matrix to include all LA-RICS Project participants who may be included in any document distribution.
- 1.5.2.9. The Contractor will define a filing index structure that has index codes for indexing and quick retrieval of documents. The LA-RICS project File Index Coding procedure should contain the following.
  - 1.5.2.9.1. The use of coding in the Structure. The LA-RICS Program will use a system based on the Phases of the project.
  - 1.5.2.9.2. The process of making changes to the Index Coding System.
  - 1.5.2.9.3. Distribution of the Index Code List.
  - 1.5.2.9.4. All documents will be filed with a file index code identified on the document.
- 1.5.2.10. The Contractor will define the document filing process to allow for all documents, both current and historical, both paper and electronic, to be maintained safely and can be retrieved quickly. At a minimum, the Contractor will address the following:
  - 1.5.2.10.1. Filing of drawings and controlled documents.
  - 1.5.2.10.2. Filing of correspondence, LA-RICS Project documents, submittals, etc.
  - 1.5.2.10.3. Maintaining the baseline documents.
  - 1.5.2.10.4. Access to the document control files.
  - 1.5.2.10.5. All documents will be scanned and logged in the Authority's web-based system (Share Point).
  - 1.5.2.10.6. All Original LA-RICS documents are to be filed. Contractor and Authority team members should only receive copies.
- 1.5.2.11. The Contractor will establish procedures for using SharePoint for logging and tracking all incoming and outgoing Documentation. This document repository tool will also provide a tracking mechanism for action items and issues management with follow-up due dates, and a project Documentation library.

- 1.5.2.12. The Contractor will establish a procedure for maintaining a project document library. This library will contain a copy of the current and historical revisions of all contract specifications, the contract and reference drawings (beginning from the design review level), the baseline controlled documents, the reference documents, and all other project-specific documents that will be maintained in a centralized location. This procedure addresses:
  - 1.5.2.12.1. Receipt and quality check of documents.
  - 1.5.2.12.2. Project Library log.
  - 1.5.2.12.3. Preparing documents for inclusion to the library.
  - 1.5.2.12.4. Use of the library.
- 1.5.2.13. The Contractor will establish back-up document recovery procedures to protect vital LA-RICS Project records in case of a disaster. The Contractor will define the requirements and responsibilities for creation and use of the disaster file, and will address the following:
  - 1.5.2.13.1. Document protection.
  - 1.5.2.13.2. Disaster files location.
  - 1.5.2.13.3. Mode of record archive preparation.
  - 1.5.2.13.4. Retrieval from the disaster file.
  - 1.5.2.13.5. Tracking of documents sent to the disaster file
- 1.5.2.14. The Contractor will establish correspondence control procedures. The purpose of the correspondence control procedure is to establish the guidelines for the development, control, and maintenance of all LA-RICS Project Documentation both incoming and outgoing. The procedure also defines the responsibilities of staff that generates, process or file LA-RICS Project correspondence. All LA-RICS Project documents generated or received by the Authority will be coded, logged, distributed, maintained, tracked, coordinated, and filed systematically in accordance with this procedure. To the maximum extent feasible, all documents will be scanned and maintained electronically to expedite retrieval. This procedure applies to any LA-RICS Project correspondence maintained within the Document Control Library.
- 1.5.2.15. The Contractor will establish responsibilities for Documentation management and those responsibilities, at a minimum, will include the responsibility to:

- 1.5.2.15.1. Receive and process all incoming (received) LA-RICS Project correspondence via U.S. postal and express mail, messenger, hand-carried, and fax.
- 1.5.2.15.2. Stamp with a "Received/Date" stamp and assign a file code. If a file code is already assigned, verify its accuracy and revise as needed.
- 1.5.2.15.3. Process all outgoing (generated) correspondence. Verify the assigned file code and revise as necessary.
- 1.5.2.15.4. Enter/Log all incoming and outgoing correspondence into the web-based system (Share Point).
- 1.5.2.15.5. Ensure that the document control web-based system (Share Point) assigns a unique document tracking number (DTN) to all incoming/outgoing correspondence.
- 1.5.2.15.6. Make a copy of the incoming correspondence for the addressee. The original will be filed.
- 1.5.2.15.7. Maintain, control, and retrieve all documents.
- 1.5.2.15.8. Scan documents and file electronically with appropriate file naming conventions followed.
- 1.5.2.15.9. Develop standard document formats.
- 1.5.2.15.10. Comply with the outgoing correspondence formats and preparation requirements defined in this procedure.
- 1.5.2.15.11. Assign file codes in accordance with the File Index Code procedure prior to issuing correspondence.
- 1.5.2.15.12. Authority and Contractor Project Managers, review incoming mail correspondence and decide if any additional distribution, action items, assignees, and due date are required.
- 1.5.2.15.13. Submit a copy of all outgoing correspondence, documents, and faxes to document control.
- 1.5.2.15.14. Respond to assigned action items for incoming correspondence within seven (7) working days unless otherwise specified.
- 1.5.2.15.15. Obtain the document control's assistance to retrieve documentation located in the program files.

- 1.5.2.16. The Contractor will establish procedures for preparing and controlling all outgoing correspondence to the Authority, and should address, at a minimum, the following guidelines:
  - 1.5.2.16.1. Use the standardized formats for:
    - 1.5.2.16.1.1. Standard Letter Format.
    - 1.5.2.16.1.2. Standard Transmittal.
    - 1.5.2.16.1.3. Standard Fax Cover Sheet.
    - 1.5.2.16.1.4. Standard Meeting Minutes Format.
    - 1.5.2.16.1.5. Standard Sign-in Sheet Format.
    - 1.5.2.16.1.6. Miscellaneous (Labels, Binder Covers, etc.).
  - 1.5.2.17. The Contractor will establish procedures so that all documents generated by the Contractor and for the program are to include an appropriate file code. All LA-RICS Project files will be maintained using the File Index Code System.
  - 1.5.2.18. As the LA-RICS Project progresses through the various phases from Notice to Proceed through to close-out, changes to the File Index may be necessary. The Authority or the Contractor may request a change to the File Index Code. The requestor is responsible for explaining why a new code is needed.
  - 1.5.2.19. The Contractor will define the requirements and responsibilities for filing documents for the LA-RICS Project. Those requirements and responsibilities will be contained in the Documentation Plan.
  - 1.5.2.20. The Contractor will define the requirements and procedures for the filing, handling, storing, and retrieval of drawings of various sizes, and this information will be contained in the Documentation Plan.
  - 1.5.2.21. The Contractor will define the requirements and procedures for project close-out Documentation, and this information will be contained in the Documentation Plan.
- 1.5.3. System and Subsystem Documentation
  - 1.5.3.1. The Contractor will provide and maintain, through Final LMR System Acceptance, a central server containing a repository of all design drawings, as-built drawings, LMR System manuals, User manuals and any other type of LMR System Documentation. Server access will be provided to any authorized Authority User of any Member

- agency and all documents and files will be the property of the Authority. Contractor will update and provide Documentation during the Phase 5 as necessary.
- 1.5.3.2. The Contractor will provide a description in the Documentation plan that specifies the graceful degradation upon LMR System failure.
  - 1.5.3.3. The Contractor will provide footprint and installation drawings of all proposed equipment. This will include fixed equipment drawings.
  - 1.5.3.4. The Contractor will include drawings showing the arrangement of all equipment in each rack.
  - 1.5.3.5. The Contractor will include all dimensions of the equipment racks.
  - 1.5.3.6. The Contractor will submit all formal LMR System and/or LMR Subsystem Documentation to the Authority in draft form for approval by the Authority. The Authority will approve or reject within twenty (20) business days via written notification.
  - 1.5.3.7. The Contractor will provide all Documentation that is subject to frequent change in Microsoft® Office format (e.g., cable pair assignments, punch blocks, logs, etc.) or a mutually agreed to format.
  - 1.5.3.8. The Contractor will submit all engineering drawings in AutoCAD, Version 13 (or latest version) and meet the following requirements:
    - 1.5.3.8.1. The Contractor will provide select drawings in ANSI - E size format. The specific drawings will be determined during the Design Review process.
    - 1.5.3.8.2. The Contractor will provide three (3) electronic copies of all engineering drawings in AutoCAD, Version 13 (or latest version) and Adobe PDF.
    - 1.5.3.8.3. The Contractor will include, for all engineering drawings, fifteen (15) prints.
    - 1.5.3.8.4. All engineering drawings will be folded to approximately 8½" x 11".
    - 1.5.3.8.5. All engineering drawings will bear title block and drawing number of the issuing organization.
  - 1.5.3.9. All manuals provided by Contractor will indicate all safety precautions to be taken by personnel employed in the installation, operation, or maintenance of the components.
  - 1.5.3.10. The Contractor will provide all manuals, drawings, and LMR System Documentation in both electronic format and hardcopy format.

1.5.3.11. The Contractor will provide an electronic copy of the manufacturer's installation standards and practices, especially concerning lightning, grounding, and transient protection.

1.5.4. Maintenance Documentation

1.5.4.1. The Contractor will provide an electronic copy of the maintenance manuals for major components during Design Review.

1.5.4.2. The Contractor will supply suitable maintenance manuals for the purpose of allowing Authority technicians to maintain the LMR System. These maintenance manuals will contain the following:

1.5.4.2.1. A complete narrative description of the LMR System with reference to functional block diagrams.

1.5.4.2.2. A complete step-by-step alignment and adjustment procedures.

1.5.4.2.3. Complete test and maintenance instructions including trouble-shooting charts.

1.5.4.2.4. Functional block diagrams giving signal levels at each interface.

1.5.4.2.5. Component location drawings or pictorials showing Component reference designators.

1.5.4.2.6. Parts list giving complete description and ordering information for each Component. Part numbers will be industry standard or the actual manufacturer part number.

1.5.4.2.7. Inter and intra-cabling diagrams reflecting as-built configuration including pin layouts for all plugs, wire color codes, gauge, and functional labeling.

1.5.4.2.8. A complete set of software for diagnostic, alignment, and configuration of Component residing at the LMR System Site.

1.5.4.2.9. Mounting and installation drawings.

1.5.4.3. All maintenance manuals will be plainly indexed by Contractor and contain only the information applicable to the components delivered.

1.5.4.4. The Contractor will provide all maintenance manuals in a sturdy multi-ring binder, which facilitates insertion of corrections, changes, and additions.



- 1.5.4.5. All electronic components will be identified by reference designators for cross-reference to parts listings.
- 1.5.4.6. The Contractor will provide fifteen (15) copies of maintenance manuals, along with one (1) copy for each LMR System Site where Components are installed as part of the LA-RICS Project.
- 1.5.4.7. Copies of all factory test results will be provided as part of the manual set.
- 1.5.4.8. The Contractor will ensure that all Service bulletins and modifications, where appropriate, are provided for the life of the component, not less than ten (10) years from the date of Final LMR System Acceptance.
- 1.5.4.9. Contractor will update and provide Documentation during Phase 5 as necessary.
- 1.5.5. As-Built Documentation
  - 1.5.5.1. The Contractor will provide one (1) set of site-specific as-built documents for each LMR System Site where the Contractor installs Components in both hardcopy and electronic format (PDF), and AutoCAD files where applicable.
  - 1.5.5.2. The Contractor will include the following in the As-Built Documentation:
    - 1.5.5.2.1. Complete LMR System drawings
    - 1.5.5.2.2. Major Component specifications.
    - 1.5.5.2.3. Antenna support structure Specifications including wind, seismic and other code-required loadings.
    - 1.5.5.2.4. Antenna Structure Registration number, when applicable.
    - 1.5.5.2.5. Antenna Specifications.
    - 1.5.5.2.6. Antenna feed line Specifications.
    - 1.5.5.2.7. Antenna diagrams and mounting details, including tilt and azimuth when applicable.
    - 1.5.5.2.8. An overview of radio backbone hardware configuration.
    - 1.5.5.2.9. A detailed functional block diagram.
    - 1.5.5.2.10. All interconnection drawings.

- 1.5.5.2.11. All cable labeling.
- 1.5.5.2.12. Optimization procedures.
- 1.5.5.2.13. Operating manuals.
- 1.5.5.2.14. Installation manuals.
- 1.5.5.2.15. All LMR System Site-specific Acceptance Test results.
- 1.5.5.3. The Contractor will include existing equipment that will remain at a given site in appropriate as-built drawings.
- 1.5.5.4. The Contractor will correct all Documentation to include any changes made during implementation through Final LMR System Acceptance. The Authority will not accept handwritten notes to document changes.
- 1.5.5.5. As a condition for Final LMR System Acceptance, and in addition to all other Documentation required to be provided by Contractor to the Authority under this Agreement, the Contractor will submit a set of the Site Record Documents (As-Built Documentation) to the Authority Project Director in electronic and reproducible hard copy format. "Site Record Documents" are a set of Site Improvement Documents and other documents into which the Contractor has carefully verified and incorporated, on a monthly basis, all as-built conditions on each LMR System Site and other LA-RICS Site. The electronic files of the Site Record Documents shall be provided in both PDF and AutoCAD (version 13 or later) format. The hard copy of the Site Record Documents shall be provided in a reproducible format and in least half size and laminated to protect against wear and tear. In addition, an index in an electronic format such as spreadsheet or data base shall be provided listing all the Site Record Documents. The Site Record Documents shall show all changes made during construction based upon the Contractor's records of all the as-built drawings and Specifications. Each document and drawing sheet shall be prominently marked "Site Record Document."
- 1.5.6. User Documentation
  - 1.5.6.1. The Contractor will provide all User documentation in both electronic format and hardcopy format.
  - 1.5.6.2. The Contractor will provide a User manual that will:
    - 1.5.6.2.1. Be included with each device or equipment provided.

- 1.5.6.2.2. Describe in non-technical language the use of the device or equipment including the functioning of all User accessible controls and adjustments.
- 1.5.6.3. The User Manual will include:
  - 1.5.6.3.1. A description of all LMR System utilities.
  - 1.5.6.3.2. LMR System operational procedures.
  - 1.5.6.3.3. Documentation of all device drivers.
  - 1.5.6.3.4. A description of LMR System diagnostics.
  - 1.5.6.3.5. An LMR System block diagram.
  - 1.5.6.3.6. An LMR System overview.
  - 1.5.6.3.7. A description of LMR System Hardware including functional usage and operation.
  - 1.5.6.3.8. Start/stop and power fail/recovery procedures.
  - 1.5.6.3.9. Messages regarding malfunctions and User action in each case.
  - 1.5.6.3.10. Back up procedures.
  - 1.5.6.3.11. All commands including the impact and expected response.
- 1.5.6.4. The Authority will be granted the right to reproduce unlimited copies of the User manuals and any other LMR System Documentation for use within LA-RICS.

**Deliverable A.1.5: Documentation Plan****1.6. Quality Control Plan****Task A.1.6: Create Quality Control Plan**

The following Subtasks will be performed for Task A.1.6 (Create Quality Control Plan):

- 1.6.1. The Contractor will provide a Quality Control Plan that will ensure that each Task, Deliverable, and Milestone included in each Phase of the LA-RICS Project will be performed and provided in accordance with the contract documents, prior to turning such Task, Deliverable, and Milestone over to the Authority for approval. This Quality Control Plan will include, at a minimum:
  - 1.6.1.1. Activities to be monitored.

- 1.6.1.2. Steps and procedures to follow to ensure achieving implementation of the quality control and quality assurance process.
- 1.6.1.3. Monitoring methods to be used.
- 1.6.1.4. Frequency of monitoring.
- 1.6.1.5. Samples of forms to be used in monitoring.
- 1.6.1.6. Title/level and qualifications of personnel performing monitoring functions.
- 1.6.1.7. Method of recordkeeping that the Contractor will use to record inspections conducted, problem identification, problem description, corrective action taken, and elapsed time between identification and completed corrective action and method of making such recordkeeping available to the Authority on demand via SharePoint.
- 1.6.2. The Contractor's Quality Control Plan will specifically describe the plans and procedures which provide for compliance of the LMR System(s) Design with the Authority's requirements. The plan will address the metrics, standards, and key checkpoints used by the Contractor for the following Tasks, at a minimum:
  - 1.6.2.1. Design analysis and verification.
  - 1.6.2.2. RF coverage analysis and verification.
  - 1.6.2.3. Network capacity analysis and verification.
  - 1.6.2.4. Design changes and document control.
  - 1.6.2.5. Material shipping, receiving, and storage.
  - 1.6.2.6. Site preparation and construction.
  - 1.6.2.7. Field installation and inspection.
  - 1.6.2.8. Equipment inventory and tracking.
  - 1.6.2.9. LMR System testing and validation.
  - 1.6.2.10. Software regression testing.
  - 1.6.2.11. Deficiency reporting and correction.
  - 1.6.2.12. Implementation and migration/transition.

1.6.2.13. Training and certification.

**Deliverable A.1.6: Quality Control Plan**

**1.7. Change Order Process/Change Management Plan**

**Task A.1.7: Change Order/Change Management Plan**

The following Subtasks will be performed for Task A.1.7 (Change Order/Change Management Plan):

- 1.7.1. Subject to, and consistent with Section 2 (Changes to Agreement) of the Base Document, the Contractor will provide its proposed Change Management Plan to address proposed changes in the LA-RICS Project, and include, at a minimum:
  - 1.7.1.1. Change management objectives.
  - 1.7.1.2. Change recommendations based on gap analysis.
  - 1.7.1.3. Stakeholder participation strategies in proposing and prioritizing changes.
  - 1.7.1.4. Success factors and measures of success.
  - 1.7.1.5. Risk factors and risk mitigation actions.
  - 1.7.1.6. Communication plan and communication channels.
- 1.7.2. The Contractor and the Authority will develop a Change Control Board (CCB), comprised of Contractor and Authority personnel. The purpose of the CCB will be to review all proposed changes with respect to need, technical impact to the network, impact to the IMS, impact to the schedule, and reasonableness of cost.
- 1.7.3. Proposed changes will be processed through the Authority's Project Manager to the Authority's Project Director for approval, however proposed changes will not be processed until the CCB has completed its analysis and provided a written summary report addressing all aspects of the proposed change(s), such summary report to be included with the requested change.
- 1.7.4. The format and content of the change order request will be approved by the Contractor and the Authority prior to any changes being submitted.

**Deliverable A.1.7: Delivery of Change Order/Change Management Plan**

## **1.8. Risk Management Plan**

### **Task A.1.8: Creation of Risk Management Plan**

The following Subtasks will be performed for Task A.1.8 (Creation of Risk Management Plan):

- 1.8.1. The Contractor will provide a Risk Management Plan. The Contractor's Risk Management Plan will include, at a minimum:
  - 1.8.1.1. Description of the project's potential risks.
  - 1.8.1.2. An assessment of the impact on the project should the risk factor occur.
  - 1.8.1.3. An assessment of the likelihood of the risk occurring.
  - 1.8.1.4. Steps that should be taken to mitigate the potential for the risk to occur.
  - 1.8.1.5. Identification of the indicators that the risk factor may be about to occur.
  - 1.8.1.6. Actions to be undertaken should the risk indicators arise.
  - 1.8.1.7. Risk monitoring and tracking process, i.e., the Risk Register.
- 1.8.2. The Contractor will work with the Authority to determine the risks associated with the LA-RICS Project. Risks will be tracked and reported in the Weekly and Monthly reports, and at such meetings necessary to outline and discuss risks and mitigation strategies.
- 1.8.3. The Contractor will develop and maintain, with input from the Authority, a list of potential project risks. Potential project risks will be included for all participating organizations, including the Authority, the Contractor and its subcontractors, and LA-RICS Member agencies.
- 1.8.4. The Contractor will include in the Risk Management Plan the following minimum considerations:
  - 1.8.4.1. Critical Path Analysis – What is the schedule and cost impact on the LA-RICS Project of critical path items not being fulfilled? Are the dependencies that are driving the critical path realistic?
  - 1.8.4.2. Schedule realities and anomalies – Do Tasks have realistic durations compared to recent past histories? Do milestones accurately reflect the tasking being performed?



- 1.8.4.3. Design – Is the design solid and does it follow industry practices? Are there any aspects of the design that are new, untested, or known to include risk from previous experience?
- 1.8.4.4. Production limitations – Is the factory able to meet production schedules? Are there any key component delays forecasted? What would be the impact of new orders on current delivery schedules?
- 1.8.4.5. Weather and terrain – Does the construction schedule adequately include impacts due to adverse weather conditions and difficult terrain access? Is there any unusual weather or geological incidents that have recently occurred that could impact the LA-RICS Project?
- 1.8.4.6. Past history with specific products being fielded – What problems have been experienced with the Contractor's products in the past? Have they been corrected and if so, what was the impact? Are similar issues in the deployment of the LA-RICS System?
- 1.8.4.7. Construction and Contractor delays – What has been the track record to date regarding timely construction and delivery and/or delay by the Contractor and its Subcontractors?
- 1.8.4.8. Compliance with environmental mitigation measures – Does the Contractor(s) Work plan include the environmental mitigation measures for each of the LMR System Sites, including but not limited to, impact on construction start/end dates due to environmental considerations? The Contractor will validate that mitigation monitoring will take place prior to and during construction activities to verify compliance and eliminate potential risks. The Contractor and Authority will identify risk issues associated with environmental considerations (e.g., bird nesting season), and coordinate with other third-party environmental services consultants, and reflect those activities in the IMS.
- 1.8.4.9. Staffing – Has the Contractor's assigned design and implementation staff for the LA-RICS Project changed or is it about to change, and what impact will changes have on the LA-RICS Project? Is the number of Contractor's field implementation teams adequate and consistent with the site rollout schedule? Are key site personnel sufficiently identified and qualified? Do they have experience performing Tasks of similar size and scope?
- 1.8.4.10. Organization – Does the Contractor's project management team continue to support the various functional and implementation Phases of the LA-RICS Project? Is the

- Contractor's management organization flexible enough to react to changes brought on by program redirection and/or delays?
- 1.8.4.11. Quality Assurance – Are there sufficient QA methodologies in place? Does the Contractor perform adequate software regression testing? Is there formal Contractor version control for LMR System Hardware, LMR System Design, LMR System Software, and Documentation?
- 1.8.4.12. Program Management – Are there sufficient program management tools in place to identify risks in a timely manner? Are there mechanisms in place to track mitigation strategies should they be called upon?
- 1.8.4.13. Third Party – Are there regulatory issues, permitting processes, environmental concerns, citizen actions, or construction approvals that could impact the IMS? What has been the recent history of these issues in the areas of implementation?
- 1.8.4.14. Public Relations – The potential impact of political or organizational risks in a large-scale government program must be identified and mitigated. Is there an ongoing Authority/Contractor program to build consensus and garner acceptance by participating organizations, participating stakeholder agencies, potential local jurisdiction participants, and the public at large? Have sufficient mechanisms been put in place to accurately communicate the LA-RICS Project's purpose, goals, objectives, and status?
- 1.8.5. During the LA-RICS Project development and prosecution, the Contractor and the Authority will hold periodic meetings to assess the risks and uncertainties of the LA-RICS Project. During these meetings the team will classify risks as L=low, M=medium, H=high probability and develop appropriate preliminary mitigation plans in case of occurrence.
- 1.8.6. The Contractor will develop and maintain a Risk Register and Action Item List through all phases of the LA-RICS Project. The Risk Register will be discussed and updated at weekly and monthly coordination meetings.
- 1.8.7. The master Risk Register will be maintained in the Project SharePoint file for access by the Contractor and the Authority.

**Deliverable A.1.8: Delivery of Risk Management Plan**

## **1.9 Mitigation Monitoring and Reporting Plan (MMRP)**

**All Work provided in this Section 1.9 will be provided on a per unit basis at the per unit prices set forth in in Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan) contained within Exhibit C (Schedule of Payments) and as requested by the Authority.**

### **Task A.1.9.1: Mitigation Monitoring and Reporting Plan (MMRP) (also referred to as the Environmental Protection Program)**

The Mitigation Monitoring and Reporting Plan (MMRP) implements the Authority's environmental commitments, including those made in the Mitigation Monitoring Plan adopted by the Authority's Board of Directors when it certified the California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) for the LA-RICS LMR project. This MMRP effort consists of three (3) tasks, and includes five (5) contingencies as further described in this Task 1.9.

Task 1.9.1 (Delivery of MMRP) shall be delivered by Contractor and approved by Authority. Contractor shall ensure that the Environmental Contractor is independent of the Construction Contractor. This should not be interpreted as preventing scheduling, coordination, and /or similar communication activities between the Contractor, its Construction Contractors and/or the Environmental Contractor, as necessary to facilitate implementation of the MMRP by the Environmental Contractor and compliance with the MMRP by the Contractor.

Task 1.9.2 (Worker Environmental Awareness Program), the non-Native American monitoring components of Task 1.9.3 (Monitoring, Surveys, and Reporting), Contingency Tasks 1.9.4.1 to 1.9.4.3, and the non-Native American components of Contingency Task 1.9.4.4 will be executed by Contractor's Environmental Subcontractor. The Native American monitoring effort identified in Task 1.9.3 and Contingency Task 1.9.4.4 will be executed by the Gabrieleno-Kizh Nation, Subcontractor to Contractor's Construction Subcontractor.

The Contractor will include in the MMRP implementation the following minimum considerations:

- a. Attachment 1, Preconstruction Checklist (example)
- b. Attachment 2, Preconstruction Survey Form (example)
- c. Attachment 3, Daily Biological Monitoring Report (example)
- d. Attachment 4, Daily Cultural Monitoring Report (example)

- e. Attachment 5, Weekly Report (example)
- f. Attachment 6, Mitigation Measures, dated 10/27/2016
- g. Attachment 7, Site-Specific Anticipated Monitoring and Pre-Construction Requirements

**Deliverable A.1.9.1: Delivery of the MMRP**

The following Subtasks will be delivered for Task A.1.9.1 (Mitigation Monitoring Reporting Plan)

- 1.9.1.1 Worker Environmental Awareness Program (WEAP) (BIO MM 2)
- 1.9.1.2 Hazardous Material Management Plan (BIO MM 5)
- 1.9.1.3 Paleontological Resources Monitoring Plan (CUL MM 6)
- 1.9.1.4 Fire Management Plan (HAZ MM 3)
- 1.9.1.5 Site Sanitation Procedures List for Condor Sites (BIO MM 7)
- 1.9.1.6 Condor Management Handout for Condor Sites (BIO MM 7)
- 1.9.1.7 Final MMRP (including Communication Plan) (BIO MM 1)
- 1.9.1.8 Paleontological Resources Monitoring Report (CUL MM 6)

This is contemplated as a memorandum for record authored by the project Principal Paleontologist to document negative findings associated with paleontological resources for the LA-RICS project. It would include an attachment of all daily monitoring reports completed by paleontological monitors through the life of the project.

**Task A.1.9.2: Worker Environmental Awareness Program (WEAP)**

The Contractor will execute the WEAP training for project team members throughout the life of the project in order to comply with BIO MM 2. Except as excluded by the Authority's Environmental Lead, all on-site personnel performing work in Phase 2-4 will be WEAP trained prior to accessing LMR site(s). The WEAP training will be conducted by an approved Biologist and Archaeologist in Authority-approved facilities.

**Deliverable A.1.9.2: Deliver WEAP presentation**

The Contractor will submit the dated WEAP sign-in sheet evidencing at least four Contractor attendees and two instructors present.

**Task A.1.9.3: Monitoring, Surveys, and Reporting**

The following Subtasks will be performed for Task A.1.9.3 (Monitoring, Surveys, and Reporting)

- 1.9.3.1 The Contractor will perform pre-construction surveys, environmental monitoring, and reporting survey and monitoring efforts to comply with all applicable MMRP requirements for each LMR site (as identified in Attachment 6 and Attachment 7). The Contractor will make all efforts to perform monitoring work as efficiently as possible. Within a work phase, Contractor will not be paid for additional preconstruction surveys or non-required monitoring due to inactivity caused by the Contractor. Additionally, Contractor will not be paid for monitoring performed when construction crew(s) do not work as scheduled. The Contractor will ensure the monitoring and pre-construction survey efforts are coordinated with and integrated into its construction management activities, including but not limited to verifying that appropriate pre-construction surveys are performed when needed and appropriate monitoring personnel are on site when required for MMRP implementation. All daily monitoring reports and pre-construction survey reports must be furnished to the Authority within 24 hours of completion of monitoring/survey efforts.
- 1.9.3.2 Monitoring and survey efforts are primarily focused on construction activity (i.e., throughout Phase 2), but limited monitoring (e.g., for desert tortoise at Site DPW38 as identified in BIO MM 25) and preconstruction surveys (e.g., for nesting birds during nesting bird season as identified in BIO MM 18) would also be required through installation of equipment and optimization activities through Phase 4. The overall MMRP implementation effort will be tracked by the Contractor on a site-specific basis, and it will be the Contractor's responsibility to notify the Authority when it is at the 75% of the cost in accordance with Attachment 7(Site-Specific Anticipated Monitoring and Pre-Construction Requirements).
- 1.9.3.3 Monitoring and survey activities are categorized as half-day efforts and full-day efforts. The unit cost of each biological / cultural / Native American / paleontological monitor, and biological surveyor, is defined in Subtasks 1.9.3.5 and 1.9.3.6 and includes drive time and mileage to and from the site, as well as all Other Direct Costs (ODCs) necessary to accomplish the work. The Contractor will complete daily biological monitoring reports, daily cultural/paleontological monitoring reports, and pre-construction survey reports for each day the activity is performed at each site.
- 1.9.3.4 For this task, the Contractor will only be compensated for work that is pre-authorized (generally via approval of the pre-construction checklist, but may also occur via other prior written Authority approval) and documented (i.e., this occurs with Authority receipt of a daily monitoring form, pre-construction survey form, and air quality

monitoring report) as part of the weekly reporting process.

#### **1.9.3.5 Half-day Efforts**

Each of these activities must be pre-authorized by the Authority's Project Biologist or Project Archaeologist prior to implementation (this will generally occur through the pre-construction checklist).

The following Subtasks will be delivered for Task A.1.9.3.5 (Half-day Efforts).

Deliverables for half-day efforts include:

- 1.9.3.5.1 Participation in pre-construction walk, as evidenced by daily monitoring report by appropriate environmental monitor (one environmental monitor only per pre-construction walk).
- 1.9.3.5.2 BIO MM 3, daily monitoring report detailing weekly site monitoring visit.
- 1.9.3.5.3 BIO MM 17, pre-construction survey report detailing raptor survey (January 1 – February 28 only, otherwise combined with BIO MM 18). Once per site per year.
- 1.9.3.5.4 BIO MM 18, nesting birds, with pre-construction survey report. Once per site per year.
- 1.9.3.5.5 BIO MM 22, monarch butterflies, with pre-construction survey report. Once per week during construction period. Must be combined with BIO MM 3.
- 1.9.3.5.6 BIO MM 24, pre-construction survey report detailing rare plants survey. Once per site per year.
- 1.9.3.5.7 BIO MM 25, pre-construction survey report detailing resident butterfly host plant survey and protection effort.
- 1.9.3.5.8 BIO MM 28, pre-construction survey report detailing desert tortoise survey effort
- 1.9.3.5.9 Spot monitoring by the Gabrieleno-Kizh Nation.
- 1.9.3.5.10 Spot monitoring (as needed), daily monitoring report detailing miscellaneous monitoring effort. Must include written pre-approval issued by the Authority (separate from the preconstruction checklist).

#### **1.9.3.6 Full Day Efforts**

Each of these activities must be pre-authorized by the Project Biologist or Project Archaeologist prior to implementation (this will generally occur through the pre-construction checklist).

The following Subtasks will be delivered for Task A.1.9.3.6 (Full Day Efforts).

Deliverables associated with full day effort for monitoring or survey include:

- 1.9.3.6.1 BIO MM 8, biological monitoring daily report.
- 1.9.3.6.2 BIO MM 20, Santa Catalina Island fox, with pre-construction survey report.
- 1.9.3.6.3 CUL MM 1, cultural monitoring daily report.
- 1.9.3.6.4 CUL MM 1, cultural monitoring daily report (Native American monitoring).
- 1.9.3.6.5 CUL MM 2, historic archaeological monitoring.
- 1.9.3.6.6 CUL MM7, paleontological monitoring.

#### **1.9.3.7 Weekly Reports**

The Contractor will submit weekly reports, similar to Attachment 5 (Weekly Report), that will include a summary sheet and all daily monitoring forms and survey reports developed the prior week. Weekly reports will also include any air quality modeling forecasts that were conducted for the reported week (i.e., developed two weeks prior), if applicable. Weekly reports will be furnished to the Authority each week. Reports will be considered timely if received no later than close of business on the Thursday following the reported work week.

The following Subtasks will be delivered for Task A.1.9.3.7 (Weekly Reports).

Deliverables associated with weekly reports include:

- 1.9.3.7.1 Weekly reports that include all pre-construction survey and monitoring reports developed for the previous week.

#### **Deliverable A.1.9.3: Deliver Monitoring, Surveys, and Reporting.**

#### **Task A.1.9.4: Contingency Items**

Some monitoring activities are currently unknown, but may be anticipated as potentially necessary. These include biological monitoring after nesting birds have been identified on site, air quality monitoring, inadvertent discovery of cultural/paleontological materials, and



paleontological monitoring on USFS or FAA sites. Contingency items require prior written NTP from the Authority prior to proceeding.

The following Subtasks may be performed for Task A.1.9.4 (Contingency Items)

**1.9.4.1 Monitoring After Discovery of Nesting Birds (Contingency 1)**

Upon approval by the Project Biologist and receipt of written NTP from the Authority, the Contractor will supply qualified avian biologist(s) to monitor site(s) where active bird nests have been identified within the regulated buffer, or to remove inactive nests, when pre-approved by the Project Biologist (see BIO MM 18).

The following Subtasks will be delivered for Task A.1.9.4.1 (Contingency 1)

Deliverables associated with Monitor After Discovery of Nesting Birds (Contingency 1) include:

1.9.4.1.1 BIO MM 18, biological monitoring daily report.

**1.9.4.2 Weekly Air Monitoring Estimate (Contingency 2).**

Pursuant to Air Quality (AQ) MM-1, emissions modeling may be required during the construction period. If tasked via separate NTP, the contractor(s) will load applicable baseline construction equipment information and air quality modeling data into the current version of CalEEMod or other Authority-approved model as necessary to perform modeling for, and estimate emissions of, oxides of nitrogen (NOx) associated with construction vehicles and equipment.

The Contractor will notify the Authority when it projects simultaneous construction activities at 20 or greater LMR sites within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Upon NTP, the Contractor will set up the model, perform air quality monitoring, and submit a weekly letter report (memorandum) to the Authority estimating the daily amount of construction-related NOx emissions associated with the sum of all active construction at LMR sites in the SCAQMD. The memorandum will include a comparison of estimated daily NOx emissions to SCAQMD's threshold of significance. In the case that construction emissions would exceed SCAQMD thresholds of significance, the memorandum will document the Contractor's strategy to reduce NOx emissions from LMR construction activities (i.e., by reducing the number of sites in construction, limiting construction activities at individual sites, etc.). The memorandum will be made available for Authority review by the Thursday preceding each modeled work week.

The following Subtasks will be delivered for Task A.1.9.4.2 (Contingency 2)

Deliverables associated with Weekly Air Monitoring Estimate (Contingency 2) include:

1.9.4.2.1 Air quality model inputs for Authority review (screenshots).

1.9.4.2.2 Weekly air quality modeling memoranda (input screenshots plus letter report).

**1.9.4.3 Monitoring After Unexpected Discoveries of Archaeological or Paleontological Materials (Contingency 3).**

Upon approval by the Project Archaeologist and prior receipt of written NTP from the Authority, the Contractor will supply qualified archaeologist(s), Native American monitor(s), and/or paleontologist(s) to monitor site(s) where unexpected discoveries of archaeological or paleontological materials have been made.

The following Subtasks will be delivered for Task A.1.9.4.3 (Contingency 3)

Deliverables associated with Monitoring After Unexpected Discoveries of Archaeological or Paleontological Materials (Contingency 3) include:

1.9.4.3.1 CUL MM 3, CUL MM 7, cultural monitoring daily report

**1.9.4.4 Federal Aviation Administration, U.S. Forest Service Paleontological Monitoring (Contingency 4).**

If required by the applicable Federal jurisdiction and authorized by the Project Archaeologist, and upon prior receipt of a written NTP from the Authority, the Contractor will perform paleontological resources monitoring at up to 14 federal sites under FAA or USFS administration. Monitoring, if required, will be limited to construction days when ground disturbance is occurring.

The following Subtasks will be delivered for Task A.1.9.4.4 (Contingency 4)

Deliverables associated with Federal Aviation Administration, U.S. Forest Service Paleontological Monitoring (Contingency 4) include:

1.9.4.4.1 CUL MM 7, cultural monitoring daily report

**1.9.4.5 Unexpected Discoveries of Paleontological Materials (Contingency 5).**

Upon approval by the Project Archaeologist and prior receipt of written NTP from the Authority, the Contractor will provide a Principal Paleontologist possessing the qualifications required by the Society of Vertebrate Paleontology (SVP), qualified paleontological field monitor(s), and all equipment (including buckets, water for wet screening, electrical or manual screening equipment, etc.) necessary to investigate a

single site where unexpected discoveries of paleontological materials have been made. Curation fees for up to one cubic feet of will be borne by the Contractor.

The following Subtasks will be delivered for Task A.1.9.4.5 (Contingency 5)

Deliverables associated with Unexpected Discoveries of Paleontological Materials (Contingency 5) include:

- 1.9.4.5.1 CUL MM 7, Paleontological Resources Monitoring Report. The Principal Paleontologist will prepare a draft and final Paleontological Resources Monitoring Report and prepare and curate all fossil materials at the Natural History Museum of Los Angeles County Department of Vertebrate Paleontology (LACM-VP).

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Pre-Construction Checklist					
Checklist Preparer:			Site:		
Site Owner/Land Management Agency Requirements (i.e., forms, applicable permits, coordination, etc.):					
Applicable Mitigation Measures					
Yes	No	Yes	No	Yes	No
BIO MM-2	<input type="checkbox"/>	BIO MM-12	<input type="checkbox"/>	BIO MM-18	<input type="checkbox"/>
BIO MM-3	<input type="checkbox"/>	BIO MM-14	<input type="checkbox"/>	BIO MM-20	<input type="checkbox"/>
BIO MM-5	<input type="checkbox"/>	BIO MM-15	<input type="checkbox"/>	BIO MM-22	<input type="checkbox"/>
BIO MM-7	<input type="checkbox"/>	BIO MM-16	<input type="checkbox"/>	BIO MM-23	<input type="checkbox"/>
BIO MM-9	<input type="checkbox"/>	BIO MM-17	<input type="checkbox"/>	BIO MM-24	<input type="checkbox"/>
BIO MM-25	<input type="checkbox"/>	BIO MM-26	<input type="checkbox"/>	BIO MM-27	<input type="checkbox"/>
BIO MM-28	<input type="checkbox"/>	BIO MM-29	<input type="checkbox"/>	BIO MM-30	<input type="checkbox"/>
GEO MM-1	<input type="checkbox"/>	HAZ MM-1	<input type="checkbox"/>	HAZ MM-2	<input type="checkbox"/>
NIO MM-2	<input type="checkbox"/>	TRANS MM-1	<input type="checkbox"/>	TRANS MM-2	<input type="checkbox"/>
UTL MM-1	<input type="checkbox"/>	CUL MM-6	<input type="checkbox"/>	NIO MM-1	<input type="checkbox"/>
Mitigation Measure	Pre-construction Requirements			Responsible Party	Completion Status (please check "Yes", "No", or "N/A" for each requirement)
Required Permits					
TRANS MM-2	Encroachment Permits			MSI	Yes No N/A
UTL MM-1	Discharge Permit from applicable RWQCB if dewatering is required			MSI	Yes No N/A
Required Plans and Reports					
BIO MM-5	Toxic Substance Management and Spill Response Plan			FCS	Yes No N/A
CUL MM-6	Paleontological Resources Monitoring Plan			FCS	Yes No N/A
HAZ MM-1	Phase 1 Environmental Site Assessment			FCS	Yes No N/A
HAZ MM-3	Fire Management Plan			FCS	Yes No N/A
NOI MM-1	Vibration Plan			FCS	Yes No N/A
NOI MM-2	Noise Plan for City of Santa Monica			FCS	Yes No N/A
TRANS MM-1 and 2	Transportation Management Plan – Required only if construction will require road or land closures			FCS	Yes No N/A
BIO MM-27	Transplant/Revegetation Plan			FCS	Yes No N/A
General Pre-construction Tasks					
N/A	Contact site owner/land management agency to determine if additional coordination is required prior to monitoring			MSI	Yes No N/A
BIO MM-2	Schedule WEAP training for all on-site workers			FCS	Yes No N/A
BIO MM-3	Schedule Biological Monitors Verify need for qualified biologists/botanist			FCS	Yes No N/A
CUL MM-6	Schedule Archaeological Monitors			FCS	Yes No N/A

# ATTACHMENT 1

CUL MM-6	Schedule Native American Monitors	FCS	Yes	
			No	
			N/A	
GEO MM-1	Geotechnical Report – Submittal to appropriate municipalities prior to submittal of building permit application	FCS	Yes	
			No	
			N/A	
HAZ MM-2	Submit Form 7460-1 (notice of Proposed construction or Alteration) to the FAA, in the form and manner prescribed in 14 CFR Part 77	FCS	Yes	
			No	
			N/A	
HAZ MM-2	The Contractor shall also provide documentation to the appropriate city or county planning agency demonstrating that the FAA has issued a “Determination of No Hazard to Air Navigation”	FCS	Yes	
			No	
			N/A	
<b>Biological Pre-construction Tasks</b>				
BIO MM-7	<b>California Condor Protection:</b> If any condors are documented nesting within 1.5 miles of the project site, must obtain authority to construct from USFWS	FCS	Yes	
			No	
			N/A	
BIO MM-9	<b>Protect Native Vegetation and Common Wildlife:</b> Mark construction limits. Construction Limits shall be established to avoid walnuts, oaks, and any other sensitive species habitat and the limits shall be flagged by a biological monitor	FCS	Yes	
			No	
			N/A	
BIO MM-18	<b>Nesting Bird Protection:</b> Apply 300 foot avoidance buffer to nest protected non-raptor species, and a 500 feet avoidance buffer for species of special status	FCS	Yes	
			No	
			N/A	
BIO MM-23	<b>Prevent the Spread of Nonnative Vegetation:</b> Verify that the project botanist has confirmed and approved mix of native plant species of the site	FCS	Yes	
			No	
			N/A	
BIO MM-24	<b>Special Status Plants Surveys and Protection:</b> If special status plants are found, mark area with appropriate buffer	FCS	Yes	
			No	
			N/A	
BIO MM-25	<b>Southwestern Willow Flycatcher Breeding Season Restriction:</b> Verify that construction activities that include loud noises or the removal of perennial vegetation shall be precluded between May 1 and August 31, or once all willow flycatchers have left the area	FCS	Yes	
			No	
			N/A	
BIO MM-26	<b>Least Bell’s Vireo Breeding Season Restriction:</b> Verify that construction activities that include loud noises or the removal of perennial vegetation shall be precluded between March 15 and September 15, or once all vireos have left the area	FCS	Yes	
			No	
			N/A	
BIO MM-27	<b>Protected Resident Butterfly Protection:</b> If butterflies need protect, mark construction limits	FCS	Yes	
			No	
			N/A	
<b>Required Biological Surveys</b>				
BIO MM-9	<b>Protect Native Vegetation and Common Wildlife:</b> Determine if native vegetation cannot be avoided and would be impacted or destroyed by construction. If YES, survey for presence of special status plants and remove common species of wildlife prior to destruction of vegetation	FCS	Yes	
			No	
			N/A	
BIO MM-12	<b>Coastal California Gnatcatcher Protection:</b> Conduct survey by a qualified biologist to determine the presence of coastal sage scrub perennial vegetation. Plans not identified for removal within or near the construction zone shall be marked for protection	FCS	Yes	
			No	
			N/A	
BIO MM-14	<b>Coastal California Gnatcatcher Protocol Surveys:</b> Conduct call-playback surveys (minimum of six surveys) by qualified biologist, at least one week apart between March 14 and June 30 to determine if coastal California gnatcatchers are present within 500 feet of specified project sites., and determine if breeding season restrictions would be required	FCS	Yes	
			No	
			N/A	
BIO MM-15	<b>Southwestern Willow Flycatcher Protection:</b> Conduct survey by qualified biologist to determine the presence of riparian vegetation. Plans not identified for removal within or near the construction zone shall be marked for protection	FCS	Yes	
			No	
			N/A	
BIO MM-16	<b>Snowy Plover Protection:</b> Conduct survey by qualified biologist to determine the presence of construction occurs between February 1 and July 31	FCS	Yes	
			No	
			N/A	
BIO MM-17	<b>Raptor Protection:</b> Conduct survey by qualified biologist to determine the presence of American peregrine falcon, bald eagle, long-eared owl, or burrowing owl if construction occurs between January 1 through July 31	FCS	Yes	
			No	
			N/A	
BIO MM-18	<b>Nesting Bird Protection:</b> If construction activities occur during bird nesting seasons, conducted survey by qualified biologist to take place 10 days prior to on-site construction activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors	FCS	Yes	
			No	
			N/A	
BIO MM-20	<b>Santa Catalina Island Fox Protection:</b> Conduct survey by qualified biologist to determine the presence Santa Catalina Island fox dens at the project site plus a 250-foot buffer	FCS	Yes	
			No	
			N/A	
BIO MM-22	<b>Monarch Butterfly Protection:</b> Conduct survey by a qualified biologist to determine the presence suitable roost trees at applicable sites	FCS	Yes	
			No	
			N/A	
BIO MM-24	<b>Special Status Plants Surveys and Protection:</b> Conduct survey by qualified botanist to determine the presence special status plants in the proper season and in suitable habitats. Areas will be marked to provide a buffer if special status plants are found	FCS	Yes	
			No	
			N/A	
BIO MM-27	<b>Protected Resident Butterfly Protection:</b> Determine by qualified biologist if butterfly host plants are present at the site. A buff of vegetation will be retained around these plants if found. A transplant/revegetation plan will be developed and implemented if host plants cannot be avoided	FCS	Yes	
			No	
			N/A	
BIO MM-28	<b>Mojave Tortoise Protection:</b> Biologists approved by the USFWS must survey the area at least 30 days before ground disturbing activities	FCS	Yes	
			No	
			N/A	
<b>Best Management Practices</b>				
Was advance notification provided to surrounding land uses disclosing the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period.		MSI	Yes	
			No	
			N/A	

# ATTACHMENT 2

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## Preconstruction Surveys

Site ID	Monitor Names/Roles	Signatures	In environmental compliance?		Yes	No
			Follow-up issues from previous day?		Yes	No
Date:		Temperature	Wind Speed	Cloud Cover	Precipitation	Ground disturbance during or after rainfall event?
Time In:	AM PM					
Time out:	AM PM					
Duration (In Hours)						

### Bio MM-7 California Condor Protection

Is this measure applicable to this site?	Yes	No
If yes, were any condors documented nesting within 1.5-miles of project site?	Yes	No
If yes, was authorization obtained from USFWS for construction?	Yes	No

### BIO MM-9 Protect Native Vegetation and Common Wildlife

Is this measure applicable to this site?	Yes	No
If yes, can destruction or impact to native vegetation be avoided?	Yes	No
If no, was a survey completed for presence of special status plants and were common species of wildlife removed prior to destruction of vegetation?	Yes	No

### BIO MM-18 Nesting Bird Protection (applicable at all sites)

Is this measure applicable to this site?	Yes	No
If yes, do construction activities occur during bird nesting season?	Yes	No
If yes, was a survey conducted by a qualified biologist 10-days prior to on-site construction activities?	Yes	No

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## Preconstruction Surveys

### BIO MM-21 Protected Amphibian Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

If yes, were rainfall amounts verified to prevent impacts to amphibians?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>


### BIO MM-22 Monarch Butterfly Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

If yes, were pre-construction surveys conducted for thorough examination of suitable roost trees?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>


### BIO MM-23 Prevent the Spread of Non-Native Vegetation

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

If yes, did the project botanist confirm and approve mix of native plant species of the site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>


### Bio MM-24 Special Status Plants Surveys and Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

If yes, were special status plants found?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

If yes, were areas marked with appropriate buffers?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>




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## Preconstruction Surveys

### Bio MM-25 Protected Resident Butterfly Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, did a qualified biologist conduct a survey to determine if butterfly host plants are present at the site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, was a buffer of vegetation retained around these plants?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, was a transplant/revegetation plan developed and implemented?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

### BIO MM-28 Mojave Tortoise Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, did two USFWS approved biologists survey the area within 30-days of ground disturbing activities?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

### General Project Comments/Supplemental Notes

Please reference Mitigation Measure number when describing additional details.

# ATTACHMENT 3

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## Environmental Biological Daily Report

Site ID	Monitor Names/Roles		Signatures		In environmental compliance?		Yes	No
					Follow-up issues from previous day?		Yes	No
Time In:	AM	Temperature	Wind Speed	Cloud Cover	Precipitation	Ground disturbance during or after rainfall event?		
	PM							
Time out:	AM							
Duration (In Hours)								

## Site Inspection Checklist - Environmental Compliance

Items presented at tailboard:

Monitoring location:

Monitoring Date:

Description of observed activity:

Were any stop work orders issued?

Yes  
No

If yes, provide details (who issued, duration, who ordered work to resume):

**\* A WEAP was provided prior to activity by the Authority for this project.**

### Mitigation Measures

#### Bio MM-2 Worker Environmental Awareness Program (applicable at all sites)

Verify all workers were WEAP trained.

Yes  
No

#### Bio MM-3 Biological Compliance Reporting (applicable at all sites)

Did site activities appear to be in compliance with applicable mitigation measures (e.g., all work in polygon; site sanitation, hazardous materials measures, trenches and holes appropriately managed; general mitigation measures (see end of form) appropriately managed?)

Yes  
No

#### Bio MM-4 Site Sanitation (applicable at all sites)

Verify site was kept free of food and other waste debris throughout the day.

Yes  
No

Verify all construction debris picked up at the end of each day.

Yes  
No

#### Bio MM-5 Hazardous Materials (applicable at all sites)

Verify all vehicles on site were equipped with a compliant spill response kit.

Yes  
No

If no, please explain:

Did any release of hazardous substances occur?

Yes  
No

If yes, notify MSI Construction Site Manager (provide name, date, and details).

If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).

If yes, follow Hazardous Materials Management Plan for appropriate response.

If yes, were releases contained and cleaned up immediately?

Yes  
No

#### BIO MM-6 Anti-Perch Devices

Is this measure applicable to this site?

Yes  
No

Were anti-perch devices installed?

Yes  
No

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## Environmental Biological Daily Report

### BIO MM-6 Anti-Perch Devices (cont.)

If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.

### Bio MM-7 California Condor Protection

Is this measure applicable to this site? Yes ☐  
No ☐

If yes, verify the written list of site sanitation measures is available on-site at all times:

If yes, verify the condor-specific handout was discussed during tailboard and posted on the project:

Were condors present on-site? Yes ☐  
No ☐

If yes, STOP WORK immediately and notify the FCS Biological Resources Lead and the Authority's Project Biologist.

If yes, Authority's Project Biologist is to contact USFWS Ventura Field Office immediately.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were condors observed roosting within 0.5 miles of the project site? Yes ☐

If yes, limit work to between one hour after sunrise and one hour before sunset and document. No ☐

Were condors documented or observed nesting within 1.5 miles of project site? Yes ☐

If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist. No ☐

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Was clean site protocol observed at all times, i.e., were all wires, cables, or other items that could entangle a condor securely fastened down or removed from the site? Yes ☐  
No ☐

### BIO MM-8 Biological Monitoring

Is this measure applicable to this site? Yes ☐  
No ☐

If yes, was a qualified biological monitor present at the site all during construction activities? Yes ☐

If no, provide explanation and written pre-authorization from Authority's Project Biologist: No ☐

### BIO MM-9 Protect Native Vegetation and Common Wildlife

Is this measure applicable to this site? Yes ☐  
No ☐

Was native vegetation identified for disturbance flagged? Yes ☐

If yes, notify Authority's Project Biologist who will inspect flagged exclusion zones. No ☐

If yes, provide report regarding special-status plants, common, and special-status wildlife.

Was special status wildlife observed? Yes ☐

If yes, STOP WORK and notify Authority's Project Biologist. No ☐

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were native trees identified on site? Yes ☐

If yes, flag construction limits, making sure to protect tree roots by excluding activities within the tree's dripline. No ☐

Describe any loss of native vegetation observed on-site:

### BIO MM-10 No Pets (applicable at all sites)

Were pets present on site? Yes ☐

If yes, provide details of non-compliance: No ☐

### Bio MM-11 Site Access

Did all vehicles operate within the posted speed limits? Yes ☐

If no, provide details of non-compliance: No ☐

If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour? Yes ☐

If no, provide details of non-compliance: No ☐

Were vehicles observed creating dust, ruts, and gullies? Yes ☐

If yes, provide details of non-compliance: No ☐

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<b>Environmental Biological Daily Report</b>	
<b>Bio MM-11 Site Access (cont.)</b>	
Did workers attempt to hit or harass wildlife on roads?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
Did workers check under vehicles for wildlife?	Yes <input type="checkbox"/>
If no, provide details of non-compliance:	No <input type="checkbox"/>
Did vehicles park on native vegetation?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
Did workers cut corners on access roads?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
<b>BIO MM-12 Coastal California Gnatcatcher Protection</b>	
Is this measure applicable to this site?	Yes <input type="checkbox"/>
If yes, provide daily tailboard briefing to include gnatcatcher discussion.	No <input type="checkbox"/>
If yes, perform pre-construction surveys (seasonal).	
If yes, flag all native perennial vegetation.	
Were coastal California gnatcatchers identified on site?	Yes <input type="checkbox"/>
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.	No <input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	
<b>BIO MM-13 Coastal California Gnatcatcher Breeding Season Restrictions</b>	
Is this measure applicable to this site?	Yes <input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No <input type="checkbox"/>
Are in-season construction activities planned?	Yes <input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No <input type="checkbox"/>
<b>BIO MM-14 Coastal California Gnatcatcher Protocol Surveys</b>	
Is this measure applicable to this site?	Yes <input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No <input type="checkbox"/>
<b>BIO MM-15 Southwestern Willow Flycatcher Protection</b>	
Reserved.	
<b>BIO MM-16 Snowy Plover Protection</b>	
Reserved.	
<b>BIO MM-17 Raptor Protection</b>	
Is this measure applicable to this site?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
If yes, will work occur between January 1 <sup>st</sup> through July 31 <sup>st</sup> ?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Was an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest observed within 500-feet of or within line-of-sight of the project site at distances between 500-feet and 2,640-feet?	Yes <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. No work may commence until at least five days after fledging birds have left the nest.	No <input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	

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## Environmental Biological Daily Report

### BIO MM-18 Nesting Bird Protection (applicable at all sites)

Is activity scheduled to occur between January 1 <sup>st</sup> and September 15 <sup>th</sup> ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, were preconstruction surveys conducted (see BIO MM 18 and preconstruction checklist)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Were nesting birds observed within the buffer distance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

### BIO MM-19 Trenches and Holes Management

Is this measure applicable at this site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, assist contractor in identifying trench locations that will not impact natural vegetation including native tree roots.		
Did contractor excavate any trenches on-site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, verify all trenches were covered or backfilled at the end of each day		
If yes, inspect trenches and holes throughout the day to check for trapped wildlife		
Were any protected species identified as trapped in the trench?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

### BIO MM-20 Santa Catalina Island Fox Protection

Is this measure applicable at this site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide site- and species-specific briefing on Santa Catalina Island fox during daily tailboard. Verify crews understand and inspect for:		
No feeding of Island fox or any other domestic or feral animal, or wildlife occurs.		
All hazardous material, trash, food, and water containers are inspected to ensure they are secured.		
Any nets, ropes, and wires are secured to prevent entanglement of Island foxes.		
All crews maintain vigilance while driving on the Island, to come to a complete stop if a fox is detected in or near the edge of road.		
Prior to construction, perform preconstruction survey in accordance with BIO MM 20 at this site.		
Was den observed during preconstruction survey?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		
Daily, perform pre-work sweeps of the work area including equipment, storage sites, and staging areas.		
Was a fox observed during the morning sweep?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		
Perform biological monitoring.		
Were foxes identified during the workday?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		
Were raccoons or sick common animals observed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, contact agencies in accordance with BIO MM 20.		
Were dead or injured foxes observed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, contact agencies in accordance with BIO MM 20.		

### BIO MM-21 Protected Amphibian Protection

Is this measure applicable at this site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide site- and species-specific briefing on protected amphibians during daily tailboard.		
If yes, identify rain gauge used to determine site-specific rainfall amounts:		
Did a rain even greater than 0.01-inch occur within the last 24 hours or greater than 0.1-inch within the last 48 hours?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, prohibit travel to site and ground disturbance during rainy periods or at night.		
Were any protected amphibians identified within 50-feet of the site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		

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## Environmental Biological Daily Report

### BIO MM-21 Protected Amphibian Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were any protected amphibians identified on the roadway?

Yes ☐

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

No ☐

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

### BIO MM-22 Monarch Butterfly

Is this measure applicable at this site?

Yes ☐

If yes, were pre-construction surveys (see preconstruction checklist and BIO MM 22) performed?

No ☐

Perform weekly monarch butterflies surveys throughout construction period.

If roost trees are identified, flag a 50-foot exclusion zone around each roost and contact Authority's Project Biologist for written approval prior to removal of any trees or large tree limbs on site.

### BIO MM-23 Prevent the Spread of Non-Native Vegetation

Is this measure applicable at this site?

Yes ☐

If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.

No ☐

If yes, verify all mud and plant material are also removed prior to leaving the construction site.

### Bio MM-24 Special Status Plants Surveys and Protection

Is this measure applicable at this site?

Yes ☐

If yes, perform site- and species-specific briefing on special-status provided during daily tailboard

No ☐

Were in-season pre-construction surveys conducted for special status plants (request data from Project Biologist)?

Yes ☐

No ☐

Were special status plants identified?

Yes ☐

If yes, observe flagged exclusion zones and provide qualified botanist as Biological Monitor for special status plants.

No ☐

### Bio MM-25 Protected Resident Butterfly Protection

Is this measure applicable at this site?

Yes ☐

If yes, perform site- and species-specific briefing on protected resident butterflies provided during daily tailboard

No ☐

If yes, was survey conducted to identify native vegetation conducted by qualified biologist?

Yes ☐

No ☐

If yes, were host plants/roosts identified?

Yes ☐

If yes, mark exclusion zones and contact Authority's Project Biologist prior to construction.

No ☐

If yes, monitor site to verify exclusion zones remain intact.

If exclusion zone cannot be avoided, contact Authority's Project Biologist and obtain written approval to encroach prior to disturbance.

### BIO MM-26 Southwestern Willow Flycatcher Breeding Season Restriction

Reserved.

### BIO MM-27 Least Bell's Vireo Breeding Season Restriction

Reserved.

### Bio MM-28 Mojave Tortoise Protection

Is this measure applicable at this site?

Yes ☐

If yes, provide site-and species specific briefing o Mojave Desert Tortoise during daily tailboard

No ☐

If yes, were protocol surveys using qualified biologist to detect presence of Mojave desert tortoise within 30 days of construction (see BIO MM 28 and preconstruction checklist)?

Yes ☐

No ☐

Were burrows/cover sites identified during surveys?

Yes ☐

If yes, create exclusion zone and continuously monitor.

No ☐

If yes, conduct BIO MM-28 directed daily sweep prior to daily construction activities each day.

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## Environmental Biological Daily Report

### Bio MM-28 Mojave Tortoise Protection (cont.)

Were burrows/cover sites identified?	Yes	<input type="checkbox"/>
If yes, create exclusion zone and continuously monitor.	No	<input type="checkbox"/>
If yes, contact Authority's Project Biologist for written authorization prior to disturbing or removing native vegetation on site.		
Were tortoises observed within 100 feet of the site or on ingress/egress roads?	Yes	<input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	No	<input type="checkbox"/>
If yes, describe work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

### General Measures (complete the following if the Biological Resources Monitor is the designated Environmental Monitor)

#### HAZ MM-3 Fire Management Plan

Is this measure applicable at this site? (Do not complete if "No")	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
A. Determine Red Flag status the previous evening. If this has not occurred and been transmitted to you, suspend site activities.		
B. What is the Red Flag status for today? Circle one and provide source of data.		
* Red Flag Warning?		
- If yes, prohibit all activities listed as not allowed during Red Flag in Table 2 of the Fire Management Plan. Go to C.		
* Red Flag Watch?		
- If yes, suspend activities until 9:00 AM. Determine fire weather forecast and document status. If status is elevated to Red Flag Warning, prohibit all activities listed as not allowed during Red Flag in Table 2 of the Fire Management Plan. Go to C.		
* No status? Go to C.		
C. Are any activities listed in Table 2 of the Fire Management Plan being conducted today?	Yes	<input type="checkbox"/>
If yes, review the level of suppression equipment required (see Table 2 and Section 4.3 of the Fire Management Plan).	No	<input type="checkbox"/>
Is suppression equipment adequate for activities at this site? Circle all available:	Yes	<input type="checkbox"/>
- Tools (shovel or pulaski)	No	<input type="checkbox"/>
- Fire extinguisher, charged		
- 5 gal. backpack pump, filled		
- 250 gal. water truck or buffalo, filled; for geotechnical drilling, the drill rig's water tank may be utilized instead		
Is suppression equipment operational?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

#### NOI MM-1

Is this measure applicable at this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, ensure pre-construction plan addresses:		
Routing heavily-loaded trucks away from high density residential streets.		
Identifying vibration-sensitive locations and move equipment as far from these sources as possible.		
Directing Construction Site Manager to phase demolition and earthmoving operations at different times.		

#### NOI MM-2

Is this measure applicable at this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, verify noise blankets or other muffling devices on equipment and quiet-use generators are utilized to prevent impacts to noise-sensitive receivers	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, System Contractor must verify equipment is well maintained and regularly inspected	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, limit operation of construction equipment to periods of 15 consecutive minutes (where possible)	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>



## Environmental Biological Daily Report

### TRANS MM-1 and TRANS MM 2

Is this measure applicable at this site?

Yes	
No	

If yes, show traffic control measures on site drawings or develop a traffic management plan as part of the site preconstruction plan that ensures traffic flows remain uninterrupted at all times in accordance with TRANS MM 1 and TRANS MM 2.

Yes	
No	

## UTL MM-1

Is this measure applicable at this site?

Yes	
No	

Was groundwater encountered during geotechnical in an amount likely to require dewatering during construction?  
If yes, prior to construction, a discharge permit must be obtained from the appropriate Regional Water Quality Control Board Evidence permit on Pre-Construction Plan and manage discharge in accordance with the terms of the permit.

Yes	
No	

Was groundwater encountered during construction in an amount likely to require dewatering?  
If yes, STOP WORK and obtain a discharge permit from the appropriate Regional Water Quality Control Board and manage discharge in accordance with the terms of the permit.

Yes	
No	

### General Project Comments/Supplemental Notes

Please reference Mitigation Measure number when describing additional details.

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Environmental Cultural Daily Report						
Site ID	Date	Construction Manager	Phone Number	FCS Monitor(s) & Roles		
		Key Contacts	Phone Numbers			
Time In:	AM <input type="text"/>			Gabrieleno-Kizh Monitor(s) & Roles		
	PM <input type="text"/>					
Time Out:	AM <input type="text"/>					
	PM <input type="text"/>					
Duration (In Hours)		Excavation Equipment/Techniques				
Mileage						
Mitigation Measures						
CUL MM-1 Archaeological or Native American Monitoring - Prehistoric Resources						
Is this measure applicable at this site?						Yes <input type="checkbox"/>
						No <input type="checkbox"/>
If yes, was an archaeological and/or Native American monitor on site during ground disturbing activities (specify which)?						Yes <input type="checkbox"/>
						No <input type="checkbox"/>
If no monitor was present when required by this measure, provide explanation along with copy of written approval from the Authority's Project Archaeologist:						
Were any prehistoric archaeological materials observed?						Yes <input type="checkbox"/>
If yes, STOP WORK within 50-meters (165-feet) of the discovery and notify the FCS Cultural Resources Lead and Authority's Project Archaeologist.						No <input type="checkbox"/>
If yes, describe how work commenced: (i.e., the Authority's Project Archaeologist must clear the site in writing prior to resuming construction).						
CUL MM-2 Archaeological Monitoring - Historic Age Resources						
Is this measure applicable at this site?						Yes <input type="checkbox"/>
						No <input type="checkbox"/>
If yes, was a qualified archaeological monitor present during ground disturbing activities?						Yes <input type="checkbox"/>
						No <input type="checkbox"/>
If no monitor was present when required by this measure, provide explanation along with copy of written approval from the Authority's Project Archaeologist:						
Were any historic-age archaeological materials observed?						Yes <input type="checkbox"/>
If yes, STOP WORK within 50-meters (165-feet) of the discovery and notify FCS Cultural Resources Lead and Project Archaeologist.						No <input type="checkbox"/>
If yes, describe how work commenced (i.e., the Authority's Project Archaeologist must clear the site in writing prior to resuming construction):						
CUL MM-3 Unexpected Discovery of Archeological Materials (applicable at all sites)						
Were any previously unidentified prehistoric or historic-age archaeological resources uncovered?						Yes <input type="checkbox"/>
If yes, STOP WORK within 50-meters (165-feet) of the discovery and notify the FCS Cultural Resources Lead and Project Archaeologist						No <input type="checkbox"/>
If yes, describe how work commenced (i.e., the Authority's Project Archaeologist must clear the site in writing prior to resuming construction):						
CUL MM-4 Unexpected Discovery of Human Remains (applicable at all sites)						
Were any human remains unexpectedly encountered?						Yes <input type="checkbox"/>
If yes, STOP WORK throughout the project site and notify the FCS Cultural Resources Lead and Project Archaeologist.						No <input type="checkbox"/>
If yes, describe how work commenced (i.e., the Authority's Project Archaeologist must clear the site in writing prior to resuming construction):						
CUL MM-5 Architectural Resources Protection and Camouflage						
Reserved.						
CUL MM-6 Paleontological Resources Management Plan						
Is this measure applicable at this site?						Yes <input type="checkbox"/>
If yes, institute measures identified in the Paleontological Resources Management Plan.						No <input type="checkbox"/>

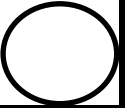
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## Environmental Cultural Daily Report

Draw North  
arrow.

Sketch Map \_\_\_\_\_ Scale \_\_\_\_\_

Photo Reference(s) &amp; Direction

## General Measures (complete the following if the Cultural Resources Monitor is the designated Environmental Monitor)

## Bio MM-2 Worker Environmental Awareness Program (applicable at all sites)

Verify all workers were WEAP trained.	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

## Bio MM-4 Site Sanitation (applicable at all sites)

Verify site was kept free of food and other waste debris throughout the day.	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
Verify all construction debris picked up at the end of each day.	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

## Bio MM-5 Hazardous Materials (applicable at all sites)

Verify all vehicles on site were equipped with a compliant spill response kit.	Yes	<input type="checkbox"/>
If no, please explain:	No	<input type="checkbox"/>
Did any release of hazardous substances occur?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If yes, notify MSI Construction Site Manager (provide name, date, and details).		
If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).		
If yes, follow Hazardous Materials Management Plan for appropriate response.		
If yes, were releases contained and cleaned up immediately?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

## BIO MM-6 Anti-Perch Devices

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
Were anti-perch devices installed?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.		

## BIO MM-10 No Pets (applicable at all sites)

Were pets present on site?	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:	No	<input type="checkbox"/>

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<b>Bio MM-11 Site Access</b>	
Did all vehicles operate within the posted speed limits?	Yes <input type="checkbox"/>
If no, provide details of non-compliance:	No <input type="checkbox"/>
If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour?	Yes <input type="checkbox"/>
If no, provide details of non-compliance:	No <input type="checkbox"/>
Were vehicles observed creating dust, ruts, and gullies?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
Did workers attempt to hit or harass wildlife on roads?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
Did workers check under vehicles for wildlife?	Yes <input type="checkbox"/>
If no, provide details of non-compliance:	No <input type="checkbox"/>
Did vehicles park on native vegetation?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
Did workers cut corners on access roads?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	Yes <input type="checkbox"/>
If yes, provide details of non-compliance:	No <input type="checkbox"/>
<b>BIO MM-23 Prevent the Spread of Non-Native Vegetation</b>	
Is this measure applicable at this site?	Yes <input type="checkbox"/>
If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.	No <input type="checkbox"/>
If yes, verify all mud and plant material are also removed prior to leaving the construction site.	
<b>HAZ MM-3 Fire Management Plan</b>	
Is this measure applicable at this site? (Do not complete if "No")	Yes <input type="checkbox"/>
No <input type="checkbox"/>	
A. Determine Red Flag status the previous evening. If this has not occurred and been transmitted to you, suspend site activities.	
B. What is the Red Flag status for today? Circle one and provide source of data.	
* Red Flag Warning? - If yes, prohibit all activities listed as not allowed during Red Flag in Table 2 of the Fire Managment Plan. Go to C.	
* Red Flag Watch? - If yes, suspend activities until 9:00 AM. Determine fire weather forecast and document status. If staus is elevated to Red Flag Warning, prohibit all activities listed as not allowed during Red Flag in Table 2 of the Fire Managment Plan. Go to C.	
* No status? Go to C.	
C. Are any activities listed in Table 2 of the Fire Management Plan being conducted today?	Yes <input type="checkbox"/>
If yes, review the level of suppression equipment required (see Table 2 and Section 4.3 of the Fire Managment Plan).	No <input type="checkbox"/>
Is supression equipment adequate for activities at this site? Circle all available:	Yes <input type="checkbox"/>
- Tools (shovel or pulaski)	No <input type="checkbox"/>
- Fire extinguisher, charged	
- 5 gal. backpack pump, filled	
- 250 gal. water truck or buffalo, filled; for geotechnical drilling, the drill rig's water tank may be utilized instead	
Is suppression equipment operational?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>

[illegible]

## Memo

**Date:** March 2, 2017

**To:** Jim Hoyt, Environmental Program Manager, Jacobs Engineering

**From:** Kim Burnell, Environmental Compliance Manager, FirstCarbon Solutions

**Subject:** LA-RICS LMR Project Weekly Compliance Report for the Week of February 19-25, 2017

---

Five LMR sites were monitored this week as shown in Table 1 below. One pre-construction survey was conducted as shown in Table 2 below.

See attached daily environmental logs and pre-construction survey report for detail.

**Table 1: Sites Monitored, February 19-25, 2017**

Site Name	Date	In Compliance? (Y/N)
LDWP243	2/20/2017	Y
BMT	2/21/2017	Y
HPK	2/21/2017	Y
FCCF	2/23/2107	N
LDWP243	2/23/2017	Y
WWY	2/24/2017	Y

**Table 2: Site Surveys, February 19-25, 2017**

Site Name	Date	Environmentally cleared? (Y/N)
FCCF	2/23/2017	Y

Sincerely,



Kim Burnell, Environmental Compliance Manager



# **ATTACHMENT 5**

**FirstCarbon Solutions**

250 Commerce, Suite 250  
Irvine, CA 92602

Attachment(s): Pre-construction Survey Report and Daily Environmental Logs

LA-RICS		11.22.2016 Draft Rev C		FIRSTCARBONSOLUTIONS™			
Environmental Biological Daily Report							
Site ID	Monitor Names/Roles		Signatures		In environmental compliance?		
LDWP 243	Kevin Davey Biological Monitor		Kevin Davey		Yes <input checked="" type="checkbox"/>		
					No <input type="checkbox"/>		
Time In:	7:00 AM <input checked="" type="checkbox"/>	Temperature	Wind Speed	Cloud Cover	Precipitation	Ground disturbance during or after rainfall event?	
Time out:	12:15 PM <input checked="" type="checkbox"/>	48°F	0-4 MPH	100%	Light Rain	No ground disturbance	
Duration (In Hours)	5.25						
Site Inspection Checklist - Environmental Compliance							
Items presented at tailboard: BIO MM's 1-12, 18, 23, 24							
Monitoring location: 16901 Foothill Blvd, Sylmar, CA Monitoring Date: Feb 20, 2017							
Description of observed activity: Herca continued welding on existing monopole. Finished tower work about 11:30 AM.							
Were any stop work orders issued? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
If yes, provide details (who issued, duration, who ordered work to resume):							
* A WEAP was provided prior to activity by the Authority for this project.							
Mitigation Measures							
Bio MM-2 Worker Environmental Awareness Program (applicable at all sites)							
Verify all workers were WEAP trained. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Bio MM-3 Biological Compliance Reporting (applicable at all sites)							
Did site activities appear to be in compliance with applicable mitigation measures (e.g., all work in polygon; site sanitation, hazardous materials measures, trenches and holes appropriately managed; general mitigation measures (see end of form) appropriately managed? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Bio MM-4 Site Sanitation (applicable at all sites)							
Verify site was kept free of food and other waste debris throughout the day. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Verify all construction debris picked up at the end of each day. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Bio MM-5 Hazardous Materials (applicable at all sites)							
Verify all vehicles on site were equipped with a compliant spill response kit. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
If no, please explain:							
Did any release of hazardous substances occur? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
If yes, notify MSI Construction Site Manager (provide name, date, and details).							
If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).							
If yes, follow Hazardous Materials Management Plan for appropriate response.							
If yes, were releases contained and cleaned up immediately? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
BIO MM-6 Anti-Perch Devices							
Is this measure applicable to this site? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Were anti-perch devices installed? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							



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## Environmental Biological Daily Report

## BIO MM-6 Anti-Perch Devices (cont.)

If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.

## Bio MM-7 California Condor Protection

Is this measure applicable to this site? Yes ☒ No ☐

If yes, verify the written list of site sanitation measures is available on-site at all times:

If yes, verify the condor-specific handout was discussed during tailboard and posted on the project:

Were condors present on-site? Yes ☐ No ☒

If yes, STOP WORK immediately and notify the FCS Biological Resources Lead and the Authority's Project Biologist.

If yes, Authority's Project Biologist is to contact USFWS Ventura Field Office immediately.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were condors observed roosting within 0.5 miles of the project site? Yes ☐ No ☒

If yes, limit work to between one hour after sunrise and one hour before sunset and document.

Were condors documented or observed nesting within 1.5 miles of project site? Yes ☐ No ☒

If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Was clean site protocol observed at all times, i.e., were all wires, cables, or other items that could entangle a condor securely fastened down or removed from the site? Yes ☒ No ☐

## BIO MM-8 Biological Monitoring

Is this measure applicable to this site? ☒ Yes ☐ No ☒

If yes, was a qualified biological monitor present at the site all during construction activities? ☒ Yes ☐ No ☐

If no, provide explanation and written pre-authorization from Authority's Project Biologist:

## BIO MM-9 Protect Native Vegetation and Common Wildlife

Is this measure applicable to this site? Yes ☒ No ☐

Was native vegetation identified for disturbance flagged?

If yes, notify Authority's Project Biologist who will inspect flagged exclusion zones.

If yes, provide report regarding special-status plants, common, and special-status wildlife.

Was special status wildlife observed? Yes ☐ No ☒

If yes, STOP WORK and notify Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were native trees identified on site? Yes ☐ No ☒

If yes, flag construction limits, making sure to protect tree roots by excluding activities within the tree's dripline.

Describe any loss of native vegetation observed on-site:

## BIO MM-10 No Pets (applicable at all sites)

Were pets present on site? Yes ☐ No ☒

If yes, provide details of non-compliance:

## Bio MM-11 Site Access

Did all vehicles operate within the posted speed limits? Yes ☒ No ☐ N/A

If no, provide details of non-compliance:

If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour? ☒ Yes ☐ No ☒

If no, provide details of non-compliance:

Were vehicles observed creating dust, ruts, and gullies? Yes ☐ No ☒

If yes, provide details of non-compliance:



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<b>Environmental Biological Daily Report</b>			
<b>Bio MM-11 Site Access (cont.)</b>			
Do workers attempt to hit or harass wildlife on roads?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>	
Did workers check under vehicles for wildlife?	Yes	<input checked="" type="checkbox"/>	
If no, provide details of non-compliance:	No	<input checked="" type="checkbox"/>	
Did vehicles park on native vegetation?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>	
Did workers cut corners on access roads?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>	
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>	
<b>BIO MM-12 Coastal California Gnatcatcher Protection</b>			
Is this measure applicable to this site?	Yes	<input checked="" type="checkbox"/>	
If yes, provide daily tailboard briefing to include gnatcatcher discussion.	No	<input checked="" type="checkbox"/>	
If yes, perform pre-construction surveys (seasonal).			
If yes, flag all native perennial vegetation.			
Were coastal California gnatcatchers identified on site?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.	No	<input checked="" type="checkbox"/>	
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
<b>BIO MM-13 Coastal California Gnatcatcher Breeding Season Restrictions</b>			
Is this measure applicable to this site?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No	<input checked="" type="checkbox"/>	
Are in-season construction activities planned?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input checked="" type="checkbox"/>	
<b>BIO MM-14 Coastal California Gnatcatcher Protocol Surveys</b>			
Is this measure applicable to this site?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No	<input checked="" type="checkbox"/>	
<b>BIO MM-15 Southwestern Willow Flycatcher Protection</b>			
Reserved.			
<b>BIO MM-16 Snowy Plover Protection</b>			
Reserved.			
<b>BIO MM-17 Raptor Protection</b>			
Is this measure applicable to this site?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, will work occur between January 1 <sup>st</sup> through July 31 <sup>st</sup> ?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No	<input checked="" type="checkbox"/>	
Was an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest observed within 500-feet of or within line-of-sight of the project site at distances between 500-feet and 2,640-feet?	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. No work may commence until at least five days after fledging birds have left the nest.	N/A	<input checked="" type="checkbox"/>	
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			



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## BIO MM-18 Nesting Bird Protection (applicable at all sites)

Is activity scheduled to occur between January 1 <sup>st</sup> and September 15 <sup>th</sup> ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, were preconstruction surveys conducted (see BIO MM 18 and preconstruction checklist)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were nesting birds observed within the buffer distance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

## BIO MM-19 Trenches and Holes Management

Is this measure applicable at this site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, assist contractor in identifying trench locations that will not impact natural vegetation including native tree roots.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Did contractor excavate any trenches on-site?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, verify all trenches were covered or backfilled at the end of each day	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, inspect trenches and holes throughout the day to check for trapped wildlife	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any protected species identified as trapped in the trench?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

## BIO MM-20 Santa Catalina Island Fox Protection

Is this measure applicable at this site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide site- and species-specific briefing on Santa Catalina Island fox during daily tailboard. Verify crews understand and inspect for:		
No feeding of Island fox or any other domestic or feral animal, or wildlife occurs.		
All hazardous material, trash, food, and water containers are inspected to ensure they are secured.		
Any nets, ropes, and wires are secured to prevent entanglement of Island foxes.		
All crews maintain vigilance while driving on the Island, to come to a complete stop if a fox is detected in or near the		
Prior to construction, perform preconstruction survey in accordance with BIO MM 20 at this site.		
Was den observed during preconstruction survey?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Daily, perform pre-work sweeps of the work area including equipment, storage sites, and staging areas.		
Was a fox observed during the morning sweep?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Perform biological monitoring.		
Were foxes identified during the workday?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## BIO MM-20 Santa Catalina Island Fox Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		
Were raccoons or sick common animals observed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, contact agencies in accordance with BIO MM 20.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were dead or injured foxes observed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, contact agencies in accordance with BIO MM 20.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## BIO MM-21 Protected Amphibian Protection

Is this measure applicable at this site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide site- and species-specific briefing on protected amphibians during daily tailboard.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, identify rain gauge used to determine site-specific rainfall amounts:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Did a rain even greater than 0.01-inch occur within the last 24 hours or greater than 0.1-inch within the last 48 hours?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, prohibit travel to site and ground disturbance during rainy periods or at night.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any protected amphibians identified within 50-feet of the site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



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## BIO MM-21 Protected Amphibian Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were any protected amphibians identified on the roadway?

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

N/A

Yes  
No

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## BIO MM-22 Monarch Butterfly

Is this measure applicable at this site?

Yes  
No

If yes, were pre-construction surveys (see preconstruction checklist and BIO MM 22) performed?

/

Perform weekly monarch butterflies surveys throughout construction period.

If roost trees are identified, flag a 50-foot exclusion zone around each roost and contact Authority's Project Biologist for written approval prior to removal of any trees or large tree limbs on site.

## BIO MM-23 Prevent the Spread of Non-Native Vegetation

Is this measure applicable at this site?

Yes  
No

If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.

If yes, verify all mud and plant material are also removed prior to leaving the construction site.

## Bio MM-24 Special Status Plants Surveys and Protection

Is this measure applicable at this site?

Yes  
No

If yes, perform site- and species-specific briefing on special-status provided during daily tailboard

Were in-season pre-construction surveys conducted for special status plants (request data from Project Biologist)?

Yes  
No

Were special status plants identified?

Yes  
No

If yes, observe flagged exclusion zones and provide qualified botanist as Biological Monitor for special status plants.

## Bio MM-25 Protected Resident Butterfly Protection

Is this measure applicable at this site?

Yes  
No

If yes, perform site- and species-specific briefing on protected resident butterflies provided during daily tailboard

If yes, was survey conducted to identify native vegetation conducted by qualified biologist?

N/A

Yes  
No

If yes, were host plants/roosts identified?

If yes, mark exclusion zones and contact Authority's Project Biologist prior to construction.

If yes, monitor site to verify exclusion zones remain intact.

If exclusion zone cannot be avoided, contact Authority's Project Biologist and obtain written approval to approach prior to disturbance.

N/A

Yes  
No

## BIO MM-26 Southwestern Willow Flycatcher Breeding Season Restriction

Reserved.

## BIO MM-27 Least Bell's Vireo Breeding Season Restriction

Reserved.

## Bio MM-28 Mojave Tortoise Protection

Is this measure applicable at this site?

Yes  
No

If yes, provide site-and species specific briefing o Mojave Desert Tortoise during daily tailboard

If yes, were protocol surveys using qualified biologist to detect presence of Mojave desert tortoise within 30 days of construction (see BIO MM 28 and preconstruction checklist)?

N/A

Yes  
No

Were burrows/cover sites identified during surveys?

If yes, create exclusion zone and continuously monitor.

N/A

Yes  
No

If yes, conduct BIO MM-28 directed daily sweep prior to daily construction activities each day.



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Bio MM-28 Mojave Tortoise Protection (cont.)			
Were burrows/cover sites identified?		N/A	Yes <input type="checkbox"/>
If yes, create exclusion zone and continuously monitor.			No <input type="checkbox"/>
If yes, contact Authority's Project Biologist for written authorization prior to disturbing or removing native vegetation on site			
Were tortoises observed within 100 feet of the site or on ingress/egress roads?		N/A	Yes <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.			No <input type="checkbox"/>
If yes, describe work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
General Measures (complete the following if the Cultural Resources Monitor is the designated Environmental Monitor)			
NOI MM-1			
Is this measure applicable at this site?			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
If yes, ensure pre-construction plan addresses:			
Routing heavily-loaded trucks away from high density residential streets.			
Identifying vibration-sensitive locations and move equipment as far from these sources as possible.			
Directing Construction Site Manager to phase demolition and earthmoving operations at different times.			
NOI MM-2			
Is this measure applicable at this site?			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
If yes, verify noise blankets or other muffling devices on equipment and quiet-use generators are utilized to prevent impacts to noise-sensitive receivers			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
If yes, System Contractor must verify equipment is well maintained and regularly inspected			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
If yes, limit operation of construction equipment to periods of 15 consecutive minutes (where possible)			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
TRANS MM-1 and TRANS MM 2			
Is this measure applicable at this site?			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
If yes, show traffic control measures on site drawings or develop a traffic management plan as part of the site preconstruction plan that ensures traffic flows remain uninterrupted at all times in accordance with TRANS MM 1 and TRANS MM 2.			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
UTL MM-1			
Is this measure applicable at this site?			Yes <input type="checkbox"/>
			No <input type="checkbox"/>
Was groundwater encountered during geotechnical in an amount likely to require dewatering during construction?			Yes <input type="checkbox"/>
If yes, prior to construction, a discharge permit must be obtained from the appropriate Regional Water Quality Control Board Evidence permit on Pre-Construction Plan and manage discharge in accordance with the terms of the permit.			No <input type="checkbox"/>
Was groundwater encountered during construction in an amount likely to require dewatering?			Yes <input type="checkbox"/>
If yes, STOP WORK and obtain a discharge permit from the appropriate Regional Water Quality Control Board and manage discharge in accordance with the terms of the permit.			No <input type="checkbox"/>



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## General Project Comments/Supplemental Notes

Please reference Mitigation Measure number when describing additional details.

B10 MM-6: No perches installed because no horizontal elements requiring perches were installed.

B10 MM-11: N/A Because no posted speed limits on site or access road.

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Site ID	Monitor Names/Roles	Signatures	In environmental compliance?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
BMT	D. Dayton Bio-Monitor	[Signature]	Follow-up issues from previous day?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Time In:	11:30 AM <input checked="" type="checkbox"/>	Temperature	Wind Speed	Cloud Cover	Precipitation
Time out:	12:30 AM <input checked="" type="checkbox"/>	47°F	5-10 mph	100% fog/low clouds	0
Duration (In Hours)	1.0 (1.5 hr from 4 PM)				trench filled in after rain event yesterday

## Site Inspection Checklist - Environmental Compliance

Items presented at tailboard: Over open trench. Site sanitation.

Monitoring location: Bald Mountain

Monitoring Date: 2/21/2017

Description of observed activity: Electrical conduit placement and covering of trench inside work area. Clean up of site of construction debris.

Were any stop work orders issued?

Yes ☐  
No ☒

If yes, provide details (who issued, duration, who ordered work to resume):

\* A WEAP was provided prior to activity by the Authority for this project.

## Mitigation Measures

## Bio MM-2 Worker Environmental Awareness Education (applicable at all sites)

Verify all workers were WEAP trained.

Yes ☒  
No ☐

## Bio MM-3 Biological Compliance Reporting (applicable at all sites)

Did site activities appear to be in compliance with applicable mitigation measures (e.g., all work in polygon; site sanitation, hazardous materials measures, trenches and holes appropriately managed; general mitigation measures (see end of form) appropriately managed?)

Yes ☒  
No ☐

## Bio MM-4 Site Sanitation (applicable at all sites)

Verify site was kept free of food and other waste debris throughout the day.

Yes ☒  
No ☐

Verify all construction debris picked up at the end of each day.

Yes ☒  
No ☐

## Bio MM-5 Hazardous Materials (applicable at all sites)

Verify all vehicles on site were equipped with a compliant spill response kit.

Yes ☒

If no, please explain:

No ☐

Did any release of hazardous substances occur?

Yes ☐  
No ☒

If yes, notify MSI Construction Site Manager (provide name, date, and details).

If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).

If yes, follow Hazardous Materials Management Plan for appropriate response.

If yes, were releases contained and cleaned up immediately?

N/A

Yes ☐  
No ☐

## BIO MM-6 Anti-Perch Devices

Is this measure applicable to this site?

Yes ☒  
No ☐

Were anti-perch devices installed?

Not applicable for today's activities N/A

Yes ☐  
No ☐



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## BIO MM-6 Anti-Perch Devices (cont.)

If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.

## Bio MM-7 California Condor Protection

Is this measure applicable to this site?

Yes ☒  
No ☐

If yes, verify the written list of site sanitation measures is available on-site at all times:

If yes, verify the condor-specific handout was discussed during tailboard and posted on the project:

Were condors present on-site?

Yes ☐  
No ☒

If yes, STOP WORK immediately and notify the FCS Biological Resources Lead and the Authority's Project Biologist.

If yes, Authority's Project Biologist is to contact USFWS Ventura Field Office immediately.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were condors observed roosting within 0.5 miles of the project site?Yes ☐  
No ☒

If yes, limit work to between one hour after sunrise and one hour before sunset and document.

Were condors documented or observed nesting within 1.5 miles of project site?Yes ☐  
No ☒

If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Was clean site protocol observed at all times, i.e., were all wires, cables, or other items that could entangle a condor securely fastened down or removed from the site?

Yes ☒  
No ☐

## BIO MM-8 Biological Monitoring

Is this measure applicable to this site?

*Weekly inspection*Yes ☒  
No ☐

If yes, was a qualified biological monitor present at the site all during construction activities?

*N/A*Yes ☐  
No ☐

If no, provide explanation and written pre-authorization from Authority's Project biologist:

## BIO MM-9 Protect Native Vegetation and Common Wildlife

Is this measure applicable to this site?

Yes ☐  
No ☒

Was native vegetation identified for disturbance flagged?

If yes, notify Authority's Project Biologist who will inspect flagged exclusion zones.

If yes, provide report regarding special-status plants, common, and special-status wildlife.

Was special status wildlife observed?

Yes ☐  
No ☒

If yes, STOP WORK and notify Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were native trees identified on site?

Yes ☐  
No ☒

If yes, flag construction limits, making sure to protect tree roots by excluding activities within the tree's dripline.

Describe any loss of native vegetation observed on-site:

## BIO MM-10 No Pets (applicable at all sites)

Were pets present on site?

Yes ☐  
No ☒

If yes, provide details of non-compliance:

## Bio MM-11 Site Access

Did all vehicles operate within the posted speed limits?

Yes ☒  
No ☐

If no, provide details of non-compliance:

If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour?

If no, provide details of non-compliance:

*yes*Yes ☐  
No ☐

Were vehicles observed creating dust, ruts, and gullies?

If yes, provide details of non-compliance:

*no*Yes ☐  
No ☒



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## Bio MM-11 Site Access (cont.)

Did workers attempt to hit or harass wildlife on roads?	Yes	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>
Did workers check under vehicles for wildlife?	Yes	<input checked="" type="checkbox"/>
If no, provide details of non-compliance:	No	<input type="checkbox"/>
Did vehicles park on native vegetation?	Yes	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>
Did workers cut corners on access roads?	Yes	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	Yes	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>

## BIO MM-12 Coastal California Gnatcatcher Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes, provide daily tailboard briefing to include gnatcatcher discussion.	No	<input checked="" type="checkbox"/>
If yes, perform pre-construction surveys (seasonal).		
If yes, flag all native perennial vegetation.		
Were coastal California gnatcatchers identified on site?	N/A	<input checked="" type="checkbox"/>
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.	Yes	<input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	No	<input type="checkbox"/>

## BIO MM-13 Coastal California Gnatcatcher Breeding Season Restrictions

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input checked="" type="checkbox"/>
Are in-season construction activities planned?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input checked="" type="checkbox"/>

## BIO MM-14 Coastal California Gnatcatcher Protocol Surveys

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No	<input checked="" type="checkbox"/>

## BIO MM-15 Southwestern Willow Flycatcher Protection

Reserved.

## BIO MM-16 Snowy Plover Protection

Reserved.

## BIO MM-17 Raptor Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes, will work occur between January 1 <sup>st</sup> through July 31 <sup>st</sup> ?	No	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input checked="" type="checkbox"/>
Was an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest observed within 500-feet of or within line-of-sight of the project site at distances between 500-feet and 2,640-feet?	Yes	<input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. No work may commence until at least five days after fledging birds have left the nest.	N/A	<input checked="" type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	No	<input type="checkbox"/>



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## BIO MM-18 Nesting Bird Protection (applicable at all sites)

Is activity scheduled to occur between January 1<sup>st</sup> and September 15<sup>th</sup>?yes Yes  
No

If yes, were preconstruction surveys conducted (see BIO MM 18 and preconstruction checklist)?

Yes  
No

Were nesting birds observed within the buffer distance?

Yes

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

No

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## BIO MM-19 Trenches and Holes Management

Is this measure applicable at this site?

Yes

If yes, assist contractor in identifying trench locations that will not impact natural vegetation including native tree roots.

No

Did contractor excavate any trenches on-site?

Yes

If yes, verify all trenches were covered or backfilled at the end of each day

No

If yes, inspect trenches and holes throughout the day to check for trapped wildlife

Were any protected species identified as trapped in the trench?

Yes

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

No

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## BIO MM-20 Santa Catalina Island Fox Protection

Is this measure applicable at this site?

Yes

No

If yes, provide site- and species-specific briefing on Santa Catalina Island fox during daily tailboard. Verify crews understand and inspect for:

No feeding of Island fox or any other domestic or feral animal, or wildlife occurs.

All hazardous material, trash, food, and water containers are inspected to ensure they are secured.

Any nets, ropes, and wires are secured to prevent entanglement of Island foxes.

All crews maintain vigilance while driving on the Island, to come to a complete stop if a fox is detected in or near the

Prior to construction, perform preconstruction survey in accordance with BIO MM 20 at this site.

Was den observed during preconstruction survey?

N/A Yes  
No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

Daily, perform pre-work sweeps of the work area including equipment, storage sites, and staging areas.

N/A

Was a fox observed during the morning sweep?

N/A Yes  
No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

Perform biological monitoring.

Were foxes identified during the workday?

N/A Yes  
No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

## BIO MM-20 Santa Catalina Island Fox Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were raccoons or sick common animals observed?

N/A Yes  
No

If yes, contact agencies in accordance with BIO MM 20.

Were dead or injured foxes observed?

N/A Yes  
No

If yes, contact agencies in accordance with BIO MM 20.

## BIO MM-21 Protected Amphibian Protection

Is this measure applicable at this site?

Yes

If yes, provide site- and species-specific briefing on protected amphibians during daily tailboard.

No

If yes, identify rain gauge used to determine site-specific rainfall amounts:

Did a rain even greater than 0.01-inch occur within the last 24 hours or greater than 0.1-inch within the last 48 hours?

N/A Yes  
No

If yes, prohibit travel to site and ground disturbance during rainy periods or at night.

Were any protected amphibians identified within 50-feet of the site?

N/A Yes  
No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.



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## BIO MM-21 Protected Amphibian Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were any protected amphibians identified on the roadway?

N/A Yes ☐No ☐

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## BIO MM-22 Monarch Butterfly

Is this measure applicable at this site?

Yes ☐No ☒

If yes, were pre-construction surveys (see preconstruction checklist and BIO MM 22) performed?

Perform weekly monarch butterflies surveys throughout construction period.

If roost trees are identified, flag a 50-foot exclusion zone around each roost and contact Authority's Project Biologist for written approval prior to removal of any trees or large tree limbs on site.

## BIO MM-23 Prevent the Spread of Non-Native Vegetation

Is this measure applicable at this site?

Yes ☐No ☒

If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.

If yes, verify all mud and plant material are also removed prior to leaving the construction site.

## Bio MM-24 Special Status Plants Surveys and Protection

Is this measure applicable at this site?

Yes ☐No ☒

If yes, perform site- and species-specific briefing on special-status provided during daily tailboard

Were in-season pre-construction surveys conducted for special status plants (request data from Project Biologist)?

N/A Yes ☐No ☐

Were special status plants identified?

N/A Yes ☐No ☐

If yes, observe flagged exclusion zones and provide qualified botanist as Biological Monitor for special status plants.

## Bio MM-25 Protected Resident Butterfly Protection

Is this measure applicable at this site?

Yes ☐No ☒

If yes, perform site- and species-specific briefing on protected resident butterflies provided during daily tailboard

If yes, was survey conducted to identify native vegetation conducted by qualified biologist?

N/A Yes ☐No ☐

If yes, were host plants/roosts identified?

N/A Yes ☐No ☐

If yes, mark exclusion zones and contact Authority's Project Biologist prior to construction.

If yes, monitor site to verify exclusion zones remain intact.

If exclusion zone cannot be avoided, contact Authority's Project Biologist and obtain written approval to approach prior to disturbance.

## BIO MM-26 Southwestern Willow Flycatcher Breeding Season Restriction

Reserved.

## BIO MM-27 Least Bell's Vireo Breeding Season Restriction

Reserved.

## Bio MM-28 Mojave Tortoise Protection

Is this measure applicable at this site?

Yes ☐No ☒

If yes, provide site- and species specific briefing o Mojave Desert Tortoise during daily tailboard

If yes, were protocol surveys using qualified biologist to detect presence of Mojave desert tortoise within 30 days of construction (see BIO MM 28 and preconstruction checklist)?

N/A Yes ☐No ☐

Were burrows/cover sites identified during surveys?

N/A Yes ☐No ☐

If yes, create exclusion zone and continuously monitor.

If yes, conduct BIO MM-28 directed daily sweep prior to daily construction activities each day.



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## Bio MM-28 Mojave Tortoise Protection (cont.)

Were burrows/cover sites identified?

Yes

No

If yes, create exclusion zone and continuously monitor.

N/A

If yes, contact Authority's Project Biologist for written authorization prior to disturbing or removing native vegetation on site

Were tortoises observed within 100 feet of the site or on ingress/egress roads?

Yes

No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

N/A

If yes, describe work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## General Measures (complete the following if the Cultural Resources Monitor is the designated Environmental Monitor)

## NOI MM-1

Is this measure applicable at this site?

Yes

No



If yes, ensure pre-construction plan addresses:

Routing heavily-loaded trucks away from high density residential streets.

Identifying vibration-sensitive locations and move equipment as far from these sources as possible.

Directing Construction Site Manager to phase demolition and earthmoving operations at different times.

## NOI MM-2

Is this measure applicable at this site?

Yes

No



If yes, verify noise blankets or other muffling devices on equipment and quiet-use generators are utilized to prevent impacts to noise-sensitive receivers

N/A

Yes

No

If yes, System Contractor must verify equipment is well maintained and regularly inspected

N/A

Yes

No

If yes, limit operation of construction equipment to periods of 15 consecutive minutes (where possible)

N/A

Yes

No

## TRANS MM-1 and TRANS MM 2

Is this measure applicable at this site?

Yes

No



If yes, show traffic control measures on site drawings or develop a traffic management plan as part of the site preconstruction plan that ensures traffic flows remain uninterrupted at all times in accordance with TRANS MM 1 and TRANS MM 2.

N/A

Yes

No

## UTL MM-1

Is this measure applicable at this site?

Yes

No



Was groundwater encountered during geotechnical in an amount likely to require dewatering during construction?

Yes

No

If yes, prior to construction, a discharge permit must be obtained from the appropriate Regional Water Quality Control Board Evidence permit on Pre-Construction Plan and manage discharge in accordance with the terms of the permit.

N/A

Was groundwater encountered during construction in an amount likely to require dewatering?

Yes

No

If yes, STOP WORK and obtain a discharge permit from the appropriate Regional Water Quality Control Board and manage discharge in accordance with the terms of the permit.

N/A

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## Environmental Biological Daily Report

## General Project Comments/Supplemental Notes

Please reference Mitigation Measure number when describing additional details.

Existing open trench covered with plywood.

No nesting birds were observed on or near project area.

No environmental issues were observed during site inspection.

Placement of equipment shed placement scheduled for 2/23/17.

*[Signature]*



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## Environmental Biological Daily Report

Site ID	Monitor Names/Roles	Signatures	In environmental compliance?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
HPK	D. Dayton Bio-Monitor	<i>[Signature]</i>	Follow-up issues from previous day?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Time In:	8:00 AM <input checked="" type="checkbox"/>	Temperature	Wind Speed	Cloud Cover	Precipitation
Time out:	10:10 AM <input checked="" type="checkbox"/>	45°F	20-25 mph	40-70% cloudy / fog	light
Duration (In Hours)	2	Ground disturbance during or after rainfall event?			
none					

## Site Inspection Checklist - Environmental Compliance

Items presented at tailboard: *Site Sanitation*Monitoring location: *7 Hansen Mountain Rd. Palmdale* Monitoring Date: *2/21/2017*

Description of observed activity: *concrete pad prep and site cleanup after concrete pour - concrete that was delivered and not used was piled upon the work area outside of gate. This concrete will be broken up on site and removed. Details are provided on page 7 of this monitoring report.*

Were any stop work orders issued?

Yes ☐  
No ☒

If yes, provide details (who issued, duration, who ordered work to resume):

\* A WEAP was provided prior to activity by the Authority for this project.

## Mitigation Measures

## Bio MM-2 Worker Environmental Awareness Program (applicable at all sites)

Verify all workers were WEAP trained.

Yes ☒  
No ☐

## Bio MM-3 Biological Compliance Reporting (applicable at all sites)

Did site activities appear to be in compliance with applicable mitigation measures (e.g., all work in polygon; site sanitation, hazardous materials measures, trenches and holes appropriately managed; general mitigation measures (see end of form) appropriately managed?)

Yes ☒  
No ☐

## Bio MM-4 Site Sanitation (applicable at all sites)

Verify site was kept free of food and other waste debris throughout the day.

Yes ☒  
No ☐

Verify all construction debris picked up at the end of each day.

Yes ☒  
No ☐

## Bio MM-5 Hazardous Materials (applicable at all sites)

Verify all vehicles on site were equipped with a compliant spill response kit.

Yes ☒  
No ☐

If no, please explain:

Did any release of hazardous substances occur?

Yes ☐  
No ☒

If yes, notify MSI Construction Site Manager (provide name, date, and details).

If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).

If yes, follow Hazardous Materials Management Plan for appropriate response.

If yes, were releases contained and cleaned up immediately?

N/A Yes ☐  
No ☐

## BIO MM-6 Anti-Perch Devices

Is this measure applicable to this site?

Yes ☒  
No ☐Were anti-perch devices installed? *not applicable for today's activities*N/A Yes ☐  
No ☐



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## Environmental Biological Daily Report

## BIO MM-6 Anti-Perch Devices (cont.)

If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.

## Bio MM-7 California Condor Protection

Is this measure applicable to this site?

Yes ☒  
No ☐

If yes, verify the written list of site sanitation measures is available on-site at all times:

If yes, verify the condor-specific handout was discussed during tailboard and posted on the project:

Were condors present on-site?

Yes ☐  
No ☒

If yes, STOP WORK immediately and notify the FCS Biological Resources Lead and the Authority's Project Biologist.

If yes, Authority's Project Biologist is to contact USFWS Ventura Field Office immediately.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were condors observed roosting within 0.5 miles of the project site?Yes ☐  
No ☒

If yes, limit work to between one hour after sunrise and one hour before sunset and document.

Were condors documented or observed nesting within 1.5 miles of project site?Yes ☐  
No ☒

If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Was clean site protocol observed at all times, i.e., were all wires, cables, or other items that could entangle a condor securely fastened down or removed from the site?

Yes ☒  
No ☐

## BIO MM-8 Biological Monitoring

Is this measure applicable to this site?

*weekly inspection**NO*Yes ☐  
No ☒

If yes, was a qualified biological monitor present at the site all during construction activities?

Yes ☐  
No ☒

If no, provide explanation and written pre-authorization from Authority's Project Biologist:

## BIO MM-9 Protect Native Vegetation and Common Wildlife

Is this measure applicable to this site?

Yes ☐  
No ☒

Was native vegetation identified for disturbance flagged?

If yes, notify Authority's Project Biologist who will inspect flagged exclusion zones.

If yes, provide report regarding special-status plants, common, and special-status wildlife.

*N/A*Yes ☐  
No ☐

Was special status wildlife observed?

If yes, STOP WORK and notify Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

*N/A*Yes ☐  
No ☐

Were native trees identified on site?

If yes, flag construction limits, making sure to protect tree roots by excluding activities within the tree's dripline.

*N/A*Yes ☐  
No ☐

Describe any loss of native vegetation observed on-site:

## BIO MM-10 No Pets (applicable at all sites)

Were pets present on site?

Yes ☐  
No ☒

If yes, provide details of non-compliance:

## Bio MM-11 Site Access

Did all vehicles operate within the posted speed limits?

If no, provide details of non-compliance:

Yes ☒  
No ☐

If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour?

If no, provide details of non-compliance:

*Yes*Yes ☐  
No ☒

Were vehicles observed creating dust, ruts, and gullies?

If yes, provide details of non-compliance:

Yes ☐  
No ☒



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## Environmental Biological Daily Report

## Bio MM-11 Site Access (cont.)

Did workers attempt to hit or harass wildlife on roads?	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>
Did workers check under vehicles for wildlife?	Yes	<input checked="" type="checkbox"/>
If no, provide details of non-compliance:	No	<input type="checkbox"/>
Did vehicles park on native vegetation?	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>
Did workers cut corners on access roads?	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>

## BIO MM-12 Coastal California Gnatcatcher Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes, provide daily tailboard briefing to include gnatcatcher discussion.	No	<input checked="" type="checkbox"/>
If yes, perform pre-construction surveys (seasonal).		
If yes, flag all native perennial vegetation.		
Were coastal California gnatcatchers identified on site?	N/A	<input type="checkbox"/>
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.	No	<input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

## BIO MM-13 Coastal California Gnatcatcher Breeding Season Restrictions

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input type="checkbox"/>
Are in-season construction activities planned?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input type="checkbox"/>

## BIO MM-14 Coastal California Gnatcatcher Protocol Surveys

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input checked="" type="checkbox"/>

## BIO MM-15 Southwestern Willow Flycatcher Protection

Reserved.

## BIO MM-16 Snowy Plover Protection

Reserved.

## BIO MM-17 Raptor Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
If yes, will work occur between January 1 <sup>st</sup> through July 31 <sup>st</sup> ?	Yes	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input type="checkbox"/>
Was an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest observed within 500-feet of or within line-of-sight of the project site at distances between 500-feet and 2,640-feet?	Yes	<input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. No work may commence until at least five days after fledging birds have left the nest.	No	<input checked="" type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		



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## Environmental Biological Daily Report

## BIO MM-18 Nesting Bird Protection (applicable at all sites)

Is activity scheduled to occur between January 1 <sup>st</sup> and September 15 <sup>th</sup> ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, were preconstruction surveys conducted (see BIO MM 18 and preconstruction checklist)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Were nesting birds observed within the buffer distance?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	

## BIO MM-19 Trenches and Holes Management

Is this measure applicable at this site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, assist contractor in identifying trench locations that will not impact natural vegetation including native tree roots.	
Did contractor excavate any trenches on-site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, verify all trenches were covered or backfilled at the end of each day	
If yes, inspect trenches and holes throughout the day to check for trapped wildlife	
Were any protected species identified as trapped in the trench?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	

## BIO MM-20 Santa Catalina Island Fox Protection

Is this measure applicable at this site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, provide site- and species-specific briefing on Santa Catalina Island fox during daily tailboard. Verify crews understand and inspect for:	
No feeding of Island fox or any other domestic or feral animal or wildlife occurs.	
All hazardous material, trash, food, and water containers are inspected to ensure they are secured.	
Any nets, ropes, and wires are secured to prevent entanglement of Island foxes.	
All crews maintain vigilance while driving on the Island, to come to a complete stop if a fox is detected in or near the	
Prior to construction, perform preconstruction survey in accordance with BIO MM 20 at this site.	
Was den observed during preconstruction survey?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	
Daily, perform pre-work sweeps of the work area including equipment, storage sites, and staging areas.	
Was a fox observed during the morning sweep?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	
Perform biological monitoring.	
Were foxes identified during the workday?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	

## BIO MM-20 Santa Catalina Island Fox Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	
Were raccoons or sick common animals observed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, contact agencies in accordance with BIO MM 20.	
Were dead or injured foxes observed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, contact agencies in accordance with BIO MM 20.	

## BIO MM-21 Protected Amphibian Protection

Is this measure applicable at this site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, provide site- and species-specific briefing on protected amphibians during daily tailboard.	
If yes, identify rain gauge used to determine site-specific rainfall amounts:	
Did a rain even greater than 0.01-inch occur within the last 24 hours or greater than 0.1-inch within the last 48 hours?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, prohibit travel to site and ground disturbance during rainy periods or at night.	
Were any protected amphibians identified within 50-feet of the site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	



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## BIO MM-21 Protected Amphibian Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were any protected amphibians identified on the roadway?

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

N/A Yes  
No

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## BIO MM-22 Monarch Butterfly

Is this measure applicable at this site?

Yes  
No ☒

If yes, were pre-construction surveys (see preconstruction checklist and BIO MM 22) performed?

Perform weekly monarch butterflies surveys throughout construction period.

If roost trees are identified, flag a 50-foot exclusion zone around each roost and contact Authority's Project Biologist for written approval prior to removal of any trees or large tree limbs on site.

## BIO MM-23 Prevent the Spread of Non-Native Vegetation

Is this measure applicable at this site?

Yes  
No ☒

If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.

If yes, verify all mud and plant material are also removed prior to leaving the construction site.

## Bio MM-24 Special Status Plants Surveys and Protection

Is this measure applicable at this site?

Yes  
No ☒

If yes, perform site- and species-specific briefing on special-status provided during daily tailboard

Were in-season pre-construction surveys conducted for special status plants (request data from Project Biologist)?

N/A Yes  
No

Were special status plants identified?

N/A Yes  
No

If yes, observe flagged exclusion zones and provide qualified botanist as Biological Monitor for special status plants.

## Bio MM-25 Protected Resident Butterfly Protection

Is this measure applicable at this site?

Yes  
No ☒

If yes, perform site- and species-specific briefing on protected resident butterflies provided during daily tailboard

If yes, was survey conducted to identify native vegetation conducted by qualified biologist?

N/A Yes  
No

If yes, were host plants/roosts identified?

N/A Yes  
No

If yes, mark exclusion zones and contact Authority's Project Biologist prior to construction.

If yes, monitor site to verify exclusion zones remain intact.

If exclusion zone cannot be avoided, contact Authority's Project Biologist and obtain written approval to approach prior to disturbance.

## BIO MM-26 Southwestern Willow Flycatcher Breeding Season Restriction

Reserved.

## BIO MM-27 Least Bell's Vireo Breeding Season Restriction

Reserved.

## Bio MM-28 Mojave Tortoise Protection

Is this measure applicable at this site?

Yes  
No ☒

If yes, provide site- and species specific briefing o Mojave Desert Tortoise during daily tailboard

If yes, were protocol surveys using qualified biologist to detect presence of Mojave desert tortoise within 30 days of construction (see BIO MM 28 and preconstruction checklist)?

N/A Yes  
No

Were burrows/cover sites identified during surveys?

N/A Yes  
No

If yes, create exclusion zone and continuously monitor.

If yes, conduct BIO MM-28 directed daily sweep prior to daily construction activities each day.



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## Environmental Biological Daily Report

## Bio MM-28 Mojave Tortoise Protection (cont.)

Were burrows/cover sites identified?

N/A Yes ☐  
No ☐

If yes, create exclusion zone and continuously monitor.

If yes, contact Authority's Project Biologist for written authorization prior to disturbing or removing native vegetation on site

Were tortoises observed within 100 feet of the site or on ingress/egress roads?

N/A Yes ☐  
No ☐

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## General Measures (complete the following if the Cultural Resources Monitor is the designated Environmental Monitor)

## NOI MM-1

Is this measure applicable at this site?

Yes ☐  
No ☒

If yes, ensure pre-construction plan addresses:

Routing heavily-loaded trucks away from high density residential streets.

Identifying vibration-sensitive locations and move equipment as far from these sources as possible.

Directing Construction Site Manager to phase demolition and earthmoving operations at different times.

## NOI MM-2

Is this measure applicable at this site?

Yes ☐  
No ☒

If yes, verify noise blankets or other muffling devices on equipment and quiet-use generators are utilized to prevent impacts to noise-sensitive receivers

N/A Yes ☐  
No ☐

If yes, System Contractor must verify equipment is well maintained and regularly inspected

N/A Yes ☐  
No ☐

If yes, limit operation of construction equipment to periods of 15 consecutive minutes (where possible)

N/A Yes ☐  
No ☐

## TRANS MM-1 and TRANS MM 2

Is this measure applicable at this site?

Yes ☐  
No ☒

If yes, show traffic control measures on site drawings or develop a traffic management plan as part of the site preconstruction plan that ensures traffic flows remain uninterrupted at all times in accordance with TRANS MM 1 and TRANS MM 2.

N/A Yes ☐  
No ☐

## UTL MM-1

Is this measure applicable at this site?

Yes ☐  
No ☒

Was groundwater encountered during geotechnical in an amount likely to require dewatering during construction?

N/A Yes ☐  
No ☐

If yes, prior to construction, a discharge permit must be obtained from the appropriate Regional Water Quality Control Board Evidence permit on Pre-Construction Plan and manage discharge in accordance with the terms of the permit.

Was groundwater encountered during construction in an amount likely to require dewatering?

N/A Yes ☐  
No ☐

If yes, STOP WORK and obtain a discharge permit from the appropriate Regional Water Quality Control Board and manage discharge in accordance with the terms of the permit.

## Environmental Biological Daily Report

## General Project Comments/Supplemental Notes

Please reference Mitigation Measure number when describing additional details.

Un-curable concrete was dumped within the project polygon during a pad pour sometime late last week. The concrete will be broken up on site and removed from project area per Pyramid Inspector and site foreman.

In addition, excess spoils created by excavation of pad sites (rock and soil) are currently placed within the fenced work area. The plan for removal is in progress (per Pyramid Inspector) as suitable unloading sites are identified.

No other environmental issues were observed today during site inspection.

No nesting birds were observed on or near the project area.





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Environmental Biological Daily Report					
Site ID	Monitor Names/Roles	Signatures		In environmental compliance?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
FCLF	M. CARLTON BIOLOGIST	Natt /		Follow-up issues from previous day?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Time In:	1230 AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>	Temperature	Wind Speed	Cloud Cover	Precipitation
Time out:	2:30 AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>	60°F	3-7 MPH	0%	0%
Duration (In Hours)	2	Ground disturbance during or after rainfall event? NONE			
Site Inspection Checklist - Environmental Compliance					
Items presented at tailboard: SAFETY & DAYS WORK PLAN					
Monitoring location: FCLF			Monitoring Date: 2-23-17		
Description of observed activity: EXCAVATION(S) FOR GROUND RING INSTALLATION.					
Were any stop work orders issued? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
If yes, provide details (who issued, duration, who ordered work to resume):					
* A WEAP was provided prior to activity by the Authority for this project.					
Mitigation Measures					
Bio MM-2 Worker Environmental Awareness Program (applicable at all sites)					
Verify all workers were WEAP trained.					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bio MM-3 Biological Compliance Reporting (applicable at all sites)					
Did site activities appear to be in compliance with applicable mitigation measures (e.g., all work in polygon; site sanitation, hazardous materials measures, trenches and holes appropriately managed; general mitigation measures (see end of form) appropriately managed?)					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bio MM-4 Site Sanitation (applicable at all sites)					
Verify site was kept free of food and other waste debris throughout the day.					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Verify all construction debris picked up at the end of each day.					Yes <input type="checkbox"/> No <input type="checkbox"/>
Bio MM-5 Hazardous Materials (applicable at all sites)					
Verify all vehicles on site were equipped with a compliant spill response kit.					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If no, please explain:					
Did any release of hazardous substances occur?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, notify MSI Construction Site Manager (provide name, date, and details).					
If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).					
If yes, follow Hazardous Materials Management Plan for appropriate response.					
If yes, were releases contained and cleaned up immediately?					Yes <input type="checkbox"/> No <input type="checkbox"/>
Bio MM-6 Anti-Perch Devices					
Is this measure applicable to this site?					Yes <input type="checkbox"/> No <input type="checkbox"/>
Were anti-perch devices installed?					N/A Yes <input type="checkbox"/> No <input type="checkbox"/>

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BIO MM-6 Anti-Perch Devices (cont.)			
If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.			
Bio MM-7 California Condor Protection			
Is this measure applicable to this site?	Yes	No	<input checked="" type="checkbox"/>
If yes, verify the written list of site sanitation measures is available on-site at all times:			
If yes, verify the condor-specific handout was discussed during tailboard and posted on the project:			
Were condors present on-site?	N/A	Yes	No
If yes, STOP WORK immediately and notify the FCS Biological Resources Lead and the Authority's Project Biologist.			
If yes, Authority's Project Biologist is to contact USFWS Ventura Field Office immediately.			
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
Were condors observed <u>roosting</u> within 0.5 miles of the project site?	N/A	Yes	No
If yes, limit work to between one hour after sunrise and one hour before sunset and document.			
Were condors documented or observed <u>nesting</u> within 1.5 miles of project site?	N/A	Yes	No
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.			
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
Was clean site protocol observed at all times, i.e., were all wires, cables, or other items that could entangle a condor securely fastened down or removed from the site?	N/A	Yes	No
BIO MM-8 Biological Monitoring			
Is this measure applicable to this site?	NO	Yes	No
If yes, was a qualified biological monitor present at the site all during construction activities? WEEKLY INSPECTION			
If no, provide explanation and written pre-authorization from Authority's Project Biologist:			
BIO MM-9 Protect Native Vegetation and Common Wildlife			
Is this measure applicable to this site?		Yes	No <input checked="" type="checkbox"/>
Was native vegetation identified for disturbance flagged?	N/A	Yes	No
If yes, notify Authority's Project Biologist who will inspect flagged exclusion zones.			
If yes, provide report regarding special-status plants, common, and special-status wildlife.			
Was special status wildlife observed?	N/A	Yes	No
If yes, STOP WORK and notify Authority's Project Biologist.			
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
Were native trees identified on site?	N/A	Yes	No
If yes, flag construction limits, making sure to protect tree roots by excluding activities within the tree's dripline.			
Describe any loss of native vegetation observed on-site:			
BIO MM-10 No Pets (applicable at all sites)			
Were pets present on site?		Yes	No <input checked="" type="checkbox"/>
If yes, provide details of non-compliance:			
Bio MM-11 Site Access			
Did all vehicles operate within the posted speed limits?		Yes	No <input checked="" type="checkbox"/>
If no, provide details of non-compliance:			
If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour?	N/A	Yes	No
If no, provide details of non-compliance:			
Were vehicles observed creating dust, ruts, and gullies?	N/A	Yes	No
If yes, provide details of non-compliance:			



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## Environmental Biological Daily Report

## Bio MM-11 Site Access (cont.)

workers attempt to hit or harass wildlife on roads?	N/A	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:		No	<input type="checkbox"/>
Did workers check under vehicles for wildlife?	N/A	Yes	<input type="checkbox"/>
If no, provide details of non-compliance:		No	<input type="checkbox"/>
Did vehicles park on native vegetation?	N/A	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:		No	<input type="checkbox"/>
Did workers cut corners on access roads?	N/A	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:		No	<input type="checkbox"/>
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	N/A	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:		No	<input type="checkbox"/>

## BIO MM-12 Coastal California Gnatcatcher Protection

Is this measure applicable to this site?		Yes	<input type="checkbox"/>
		No	<input checked="" type="checkbox"/>
If yes, provide daily tailboard briefing to include gnatcatcher discussion.			
If yes, perform pre-construction surveys (seasonal).			
If yes, flag all native perennial vegetation.			
Were coastal California gnatcatchers identified on site?	N/A	Yes	<input type="checkbox"/>
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.		No	<input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			

## BIO MM-13 Coastal California Gnatcatcher Breeding Season Restrictions

Is this measure applicable to this site?		Yes	<input type="checkbox"/>
		No	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.			
Are in-season construction activities planned?		Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	No	<input type="checkbox"/>

## BIO MM-14 Coastal California Gnatcatcher Protocol Surveys

Is this measure applicable to this site?		Yes	<input type="checkbox"/>
		No	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.			

## BIO MM-15 Southwestern Willow Flycatcher Protection

Reserved.

## BIO MM-16 Snowy Plover Protection

Reserved.

## BIO MM-17 Raptor Protection

Is this measure applicable to this site?		Yes	<input type="checkbox"/>
		No	<input checked="" type="checkbox"/>
If yes, will work occur between January 1 <sup>st</sup> through July 31 <sup>st</sup> ?		Yes	<input checked="" type="checkbox"/>
		No	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	Yes	<input type="checkbox"/>
was an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest observed within 500-feet of or within line-of-sight of the project site at distances between 500-feet and 2,640-feet?		No	<input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. No work may commence until at least five days after fledging birds have left the nest.	N/A	Yes	<input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		No	<input type="checkbox"/>

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BIO MM-18 Nesting Bird Protection (applicable at all sites)			
Is activity scheduled to occur between January 1 <sup>st</sup> and September 15 <sup>th</sup> ?	YES	Yes	<input checked="" type="checkbox"/>
If yes, were preconstruction surveys conducted (see BIO MM 18 and preconstruction checklist)?		Yes	<input checked="" type="checkbox"/>
Were nesting birds observed within the buffer distance?		No	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		Yes	<input checked="" type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
BIO MM-19 Trenches and Holes Management			
Is this measure applicable at this site?		Yes	<input checked="" type="checkbox"/>
If yes, assist contractor in identifying trench locations that will not impact natural vegetation including native tree roots.		No	<input checked="" type="checkbox"/>
Did contractor excavate any trenches on-site?		Yes	<input checked="" type="checkbox"/>
If yes, verify all trenches were covered or backfilled at the end of each day	N/A	No	<input checked="" type="checkbox"/>
If yes, inspect trenches and holes throughout the day to check for trapped wildlife		Yes	<input checked="" type="checkbox"/>
Were any protected species identified as trapped in the trench?		No	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		Yes	<input checked="" type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
BIO MM-20 Santa Catalina Island Fox Protection			
Is this measure applicable at this site?		Yes	<input checked="" type="checkbox"/>
If yes, provide site- and species-specific briefing on Santa Catalina Island fox during daily tailboard. Verify crews understand and inspect for:			
No feeding of Island fox or any other domestic or feral animal, or wildlife occurs.			
All hazardous material, trash, food, and water containers are inspected to ensure they are secured.			
Any nets, ropes, and wires are secured to prevent entanglement of Island foxes.			
All crews maintain vigilance while driving on the Island, to come to a complete stop if a fox is detected in or near the			
Prior to construction, perform preconstruction survey in accordance with BIO MM 20 at this site.			
Was den observed during preconstruction survey?	N/A	Yes	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		No	<input checked="" type="checkbox"/>
Daily, perform pre-work sweeps of the work area including equipment, storage sites, and staging areas.			
Was a fox observed during the morning sweep?	N/A	Yes	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		No	<input checked="" type="checkbox"/>
Perform biological monitoring.			
Were foxes identified during the workday?	N/A	Yes	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		No	<input checked="" type="checkbox"/>
BIO MM-20 Santa Catalina Island Fox Protection (cont.)			
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
Were raccoons or sick common animals observed?	N/A	Yes	<input checked="" type="checkbox"/>
If yes, contact agencies in accordance with BIO MM 20.		No	<input checked="" type="checkbox"/>
Were dead or injured foxes observed?	N/A	Yes	<input checked="" type="checkbox"/>
If yes, contact agencies in accordance with BIO MM 20.		No	<input checked="" type="checkbox"/>
BIO MM-21 Protected Amphibian Protection			
Is this measure applicable at this site?		Yes	<input checked="" type="checkbox"/>
If yes, provide site- and species-specific briefing on protected amphibians during daily tailboard.		No	<input checked="" type="checkbox"/>
If yes, identify rain gauge used to determine site-specific rainfall amounts:		Yes	<input checked="" type="checkbox"/>
Did a rain even greater than 0.01-inch occur within the last 24 hours or greater than 0.1-inch within the last 48 hours?	N/A	No	<input checked="" type="checkbox"/>
If yes, prohibit travel to site and ground disturbance during rainy periods or at night		Yes	<input checked="" type="checkbox"/>
Were any protected amphibians identified within 50-feet of the site?	N/A	No	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.		Yes	<input checked="" type="checkbox"/>



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<b>BIO MM-21 Protected Amphibian Protection (cont.)</b>					
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):					
Were any protected amphibians identified on the roadway?				N/A	Yes <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.					No <input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):					
<b>BIO MM-22 Monarch Butterfly</b>					
Is this measure applicable at this site?					Yes <input type="checkbox"/>
If yes, were pre-construction surveys (see preconstruction checklist and BIO MM 22) performed?					No <input checked="" type="checkbox"/>
Perform weekly monarch butterflies surveys throughout construction period.					
If roost trees are identified, flag a 50-foot exclusion zone around each roost and contact Authority's Project Biologist for written approval prior to removal of any trees or large tree limbs on site.					
<b>BIO MM-23 Prevent the Spread of Non-Native Vegetation</b>					
Is this measure applicable at this site?					Yes <input type="checkbox"/>
If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.					No <input checked="" type="checkbox"/>
If yes, verify all mud and plant material are also removed prior to leaving the construction site.					
<b>Bio MM-24 Special Status Plants Surveys and Protection</b>					
Is this measure applicable at this site?					Yes <input type="checkbox"/>
If yes, perform site- and species-specific briefing on special-status provided during daily tailboard					No <input checked="" type="checkbox"/>
Were in-season pre-construction surveys conducted for special status plants (request data from Project Biologist)?				N/A	Yes <input type="checkbox"/>
Were special status plants identified?				N/A	No <input type="checkbox"/>
If yes, observe flagged exclusion zones and provide qualified botanist as Biological Monitor for special status plants.				N/A	Yes <input type="checkbox"/>
					No <input type="checkbox"/>
<b>Bio MM-25 Protected Resident Butterfly Protection</b>					
Is this measure applicable at this site?					Yes <input type="checkbox"/>
If yes, perform site- and species-specific briefing on protected resident butterflies provided during daily tailboard					No <input checked="" type="checkbox"/>
If yes, was survey conducted to identify native vegetation conducted by qualified biologist?				N/A	Yes <input type="checkbox"/>
If yes, were host plants/roosts identified?					No <input type="checkbox"/>
If yes, mark exclusion zones and contact Authority's Project Biologist prior to construction.					Yes <input type="checkbox"/>
If yes, monitor site to verify exclusion zones remain intact.				N/A	No <input type="checkbox"/>
If exclusion zone cannot be avoided, contact Authority's Project Biologist and obtain written approval to approach prior to disturbance.					
<b>BIO MM-26 Southwestern Willow Flycatcher Breeding Season Restriction</b>					
Reserved.					
<b>BIO MM-27 Least Bell's Vireo Breeding Season Restriction</b>					
Reserved.					
<b>Bio MM-28 Mojave Tortoise Protection</b>					
Is this measure applicable at this site?					Yes <input type="checkbox"/>
If yes, provide site- and species specific briefing o Mojave Desert Tortoise during daily tailboard					No <input checked="" type="checkbox"/>
If yes, were protocol surveys using qualified biologist to detect presence of Mojave desert tortoise within 30 days of construction (see BIO MM 28 and preconstruction checklist)?				N/A	Yes <input type="checkbox"/>
Were burrows/cover sites identified during surveys?				N/A	No <input type="checkbox"/>
If yes, create exclusion zone and continuously monitor.					
If yes, conduct BIO MM-28 directed daily sweep prior to daily construction activities each day.					

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<b>Bio MM-28 Mojave Tortoise Protection (cont.)</b>			
Were burrows/cover sites identified?		N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, create exclusion zone and continuously monitor.			
If yes, contact Authority's Project Biologist for written authorization prior to disturbing or removing native vegetation on site			
Were tortoises observed within 100 feet of the site or on ingress/egress roads?		N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.			
If yes, describe work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
<b>General Measures (complete the following if the Cultural Resources Monitor is the designated Environmental Monitor)</b>			
<b>NOI MM-1</b>			
Is this measure applicable at this site?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, ensure pre-construction plan addresses:			
Routing heavily-loaded trucks away from high density residential streets.			
Identifying vibration-sensitive locations and move equipment as far from these sources as possible.			
Directing Construction Site Manager to phase demolition and earthmoving operations at different times.			
<b>NOI MM-2</b>			
Is this measure applicable at this site?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, verify noise blankets or other muffling devices on equipment and quiet-use generators are utilized to prevent impacts to noise-sensitive receivers		N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, System Contractor must verify equipment is well maintained and regularly inspected		N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, limit operation of construction equipment to periods of 15 consecutive minutes (where possible)		N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>TRANS MM-1 and TRANS MM 2</b>			
Is this measure applicable at this site?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, show traffic control measures on site drawings or develop a traffic management plan as part of the site preconstruction plan that ensures traffic flows remain uninterrupted at all times in accordance with TRANS MM 1 and TRANS MM 2.		N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>UTL MM-1</b>			
Is this measure applicable at this site?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Was groundwater encountered during geotechnical in an amount likely to require dewatering during construction?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, prior to construction, a discharge permit must be obtained from the appropriate Regional Water Quality Control Board Evidence permit on Pre-Construction Plan and manage discharge in accordance with the terms of the permit.			
Was groundwater encountered during construction in an amount likely to require dewatering?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, STOP WORK and obtain a discharge permit from the appropriate Regional Water Quality Control Board and manage discharge in accordance with the terms of the permit.			



## Environmental Biological Daily Report

## General Project Comments/Supplemental Notes

se reference Mitigation Measure number when describing additional details.

BIO MM - 3 SITE EQUIPMENT + STAGING AREA  
OUTSIDE OF APPROVED SITE POLYGON.  
EXTRA PARKING LOT SPACES HAVE BEEN FENCED  
OFF TEMPORARILY BY CONSTRUCTION CREWS FOR  
STORAGE OF EQUIPMENT

BIO MM - 18 NO NESTING BIRDS WERE OBSERVED  
ON OR NEAR PROJECT AREA.

- 2 - STICK NESTS WERE OBSERVED (IN SAME  
ORNAMENTAL TREE) APPROX. 125' SW OF PROJECT  
AREA. NESTS ARE MEDIUM SIZED AND CURRENTLY  
UNOCCUPIED
- A PAIR OF MORNING DOVE WERE OBSERVED PERCHED  
IN AN ORNAMENTAL TREE APPROX. 20' FROM POLYGON  
(WEST  
of)
- A PAIR OF RED-TAILED HAWKS WERE OBSERVED  
FLYING OVER PROJECT AREA
- LARGE TREES ARE LOCATED SURROUNDING PROJECT AREA.



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Site ID	Monitor Names/Roles		Signatures			In environmental compliance?		Yes <input checked="" type="checkbox"/>
LDWP 243	Kevin Davey Biological Monitor		Kevin Davey			Follow-up issues from previous day?		No <input checked="" type="checkbox"/>
Time In:	7:00 AM <input checked="" type="checkbox"/>	PM <input type="checkbox"/>	Temperature	Wind Speed	Cloud Cover	Precipitation	Ground disturbance during or after rainfall event?	
Time out:	8:30 AM <input checked="" type="checkbox"/>	PM <input type="checkbox"/>	42°F	3-10 MPH	5%	0	No	
Duration (In Hours)	1.5							
Site Inspection Checklist - Environmental Compliance								
Items presented at tailboard: No tailboard. Equipment pick up only.								
Monitoring location: 16901 Foothill Blvd., Sylmar, CA Monitoring Date: Feb 23, 2017								
Description of observed activity: - Electricians working inside equipment shelter. Hugo from United Rentals picked up lift.								
Were any stop work orders issued? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
If yes, provide details (who issued, duration, who ordered work to resume):								
* A WEAP was provided prior to activity by the Authority for this project.								
Mitigation Measures								
Bio MM-2 Worker Environmental Awareness Program (applicable at all sites)								
Verify all workers were WEAP trained. - The equipment truck driver Hugo, from United Rentals, was not WEAP trained. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
Bio MM-3 Biological Compliance Reporting (applicable at all sites)								
Did site activities appear to be in compliance with applicable mitigation measures (e.g., all work in polygon; site sanitation, hazardous materials measures, trenches and holes appropriately managed; general mitigation measures (see end of form) appropriately managed? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>								
Bio MM-4 Site Sanitation (applicable at all sites)								
Verify site was kept free of food and other waste debris throughout the day. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>								
Verify all construction debris picked up at the end of each day. <del>Accomplished</del> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>								
Bio MM-5 Hazardous Materials (applicable at all sites)								
Verify all vehicles on site were equipped with a compliant spill response kit. If no, please explain: N/A Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
Did any release of hazardous substances occur? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
If yes, notify MSI Construction Site Manager (provide name, date, and details).								
If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).								
If yes, follow Hazardous Materials Management Plan for appropriate response.								
If yes, were releases contained and cleaned up immediately? N/A Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
BIO MM-6 Anti-Perch Devices								
Is this measure applicable to this site? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>								
Were anti-perch devices installed? N/A Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								



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<b>BIO MM-6 Anti-Perch Devices (cont.)</b>			
If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.			
<b>Bio MM-7 California Condor Protection</b>			
Is this measure applicable to this site?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
If yes, verify the written list of site sanitation measures is available on-site at all times:			
If yes, verify the condor-specific handout was discussed during tailboard and posted on the project:			
Were condors present on-site?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, STOP WORK immediately and notify the FCS Biological Resources Lead and the Authority's Project Biologist.			
If yes, Authority's Project Biologist is to contact USFWS Ventura Field Office immediately.			
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
Were condors observed roosting within 0.5 miles of the project site?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, limit work to between one hour after sunrise and one hour before sunset and document.			
Were condors documented or observed nesting within 1.5 miles of project site?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.			
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
Was clean site protocol observed at all times, i.e., were all wires, cables, or other items that could entangle a condor securely fastened down or removed from the site?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
<b>BIO MM-8 Biological Monitoring</b>			
Is this measure applicable to this site?	<input checked="" type="checkbox"/> Yes	No <input type="checkbox"/>	
If yes, was a qualified biological monitor present at the site all during construction activities?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
If no, provide explanation and written pre-authorization from Authority's Project Biologist:			
<b>BIO MM-9 Protect Native Vegetation and Common Wildlife</b>			
Is this measure applicable to this site?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Was native vegetation identified for disturbance flagged?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, notify Authority's Project Biologist who will inspect flagged exclusion zones.			
If yes, provide report regarding special-status plants, common, and special-status wildlife.			
Was special status wildlife observed?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, STOP WORK and notify Authority's Project Biologist.			
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):			
Were native trees identified on site?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, flag construction limits, making sure to protect tree roots by excluding activities within the tree's dripline.			
Describe any loss of native vegetation observed on-site:			
<b>BIO MM-10 No Pets (applicable at all sites)</b>			
Were pets present on site?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, provide details of non-compliance: N/A			
<b>Bio MM-11 Site Access</b>			
Did all vehicles operate within the posted speed limits?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
If no, provide details of non-compliance:			
If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour?	<input checked="" type="checkbox"/> Yes	No <input type="checkbox"/>	
If no, provide details of non-compliance:			
Were vehicles observed creating dust, ruts, and gullies?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, provide details of non-compliance:			



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## Bio MM-11 Site Access (cont.)

Did workers attempt to hit or harass wildlife on roads?	Yes	<input type="checkbox"/>
If yes, provide details of non-compliance:	No	<input checked="" type="checkbox"/>
Did workers check under vehicles for wildlife?	Yes	<input checked="" type="checkbox"/>
If no, provide details of non-compliance:	No	<input type="checkbox"/>
Did vehicles park on native vegetation?	Yes	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input type="checkbox"/>
Did workers cut corners on access roads?	Yes	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input type="checkbox"/>
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	Yes	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	No	<input type="checkbox"/>

## BIO MM-12 Coastal California Gnatcatcher Protection

Is this measure applicable to this site?	Yes	<input checked="" type="checkbox"/>
If yes, provide daily tailboard briefing to include gnatcatcher discussion.	No	<input type="checkbox"/>
If yes, perform pre-construction surveys (seasonal).		
If yes, flag all native perennial vegetation.		
Were coastal California gnatcatchers identified on site?	Yes	<input type="checkbox"/>
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.	No	<input checked="" type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

## BIO MM-13 Coastal California Gnatcatcher Breeding Season Restrictions

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No	<input checked="" type="checkbox"/>
Are in-season construction activities planned?		
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input type="checkbox"/>
	No	<input type="checkbox"/>

## BIO MM-14 Coastal California Gnatcatcher Protocol Surveys

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	No	<input checked="" type="checkbox"/>

## BIO MM-15 Southwestern Willow Flycatcher Protection

Reserved.		
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## BIO MM-16 Snowy Plover Protection

Reserved.		
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## BIO MM-17 Raptor Protection

Is this measure applicable to this site?	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
If yes, will work occur between January 1 <sup>st</sup> through July 31 <sup>st</sup> ?	N/A	<input type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	N/A	<input type="checkbox"/>
Was an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest observed within 500-feet of or within line-of-sight of the project site at distances between 500-feet and 2,640-feet?	N/A	<input type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. No work may commence until at least five days after fledging birds have left the nest.	N/A	<input type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		



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## BIO MM-18 Nesting Bird Protection (applicable at all sites)

Is activity scheduled to occur between January 1 <sup>st</sup> and September 15 <sup>th</sup> ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, were preconstruction surveys conducted (see BIO MM 18 and preconstruction checklist)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were nesting birds observed within the buffer distance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

## BIO MM-19 Trenches and Holes Management

Is this measure applicable at this site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, assist contractor in identifying trench locations that will not impact natural vegetation including native tree roots.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Did contractor excavate any trenches on-site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, verify all trenches were covered or backfilled at the end of each day	N/A	<input checked="" type="checkbox"/> No
If yes, inspect trenches and holes throughout the day to check for trapped wildlife		
Were any protected species identified as trapped in the trench?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	N/A	<input checked="" type="checkbox"/> No
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		

## BIO MM-20 Santa Catalina Island Fox Protection

Is this measure applicable at this site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide site- and species-specific briefing on Santa Catalina Island fox during daily tailboard. Verify crews understand and inspect for:		
No feeding of Island fox or any other domestic or feral animal, or wildlife occurs.		
All hazardous material, trash, food, and water containers are inspected to ensure they are secured.		
Any nets, ropes, and wires are secured to prevent entanglement of Island foxes.		
All crews maintain vigilance while driving on the Island, to come to a complete stop if a fox is detected in or near the		
Prior to construction, perform preconstruction survey in accordance with BIO MM 20 at this site.		
Was den observed during preconstruction survey?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	N/A	<input checked="" type="checkbox"/> No
Daily, perform pre-work sweeps of the work area including equipment, storage sites, and staging areas.		
Was a fox observed during the morning sweep?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	N/A	<input checked="" type="checkbox"/> No
Perform biological monitoring.		
Were foxes identified during the workday?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	N/A	<input checked="" type="checkbox"/> No

## BIO MM-20 Santa Catalina Island Fox Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):		
Were raccoons or sick common animals observed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, contact agencies in accordance with BIO MM 20.	N/A	<input checked="" type="checkbox"/> No
Were dead or injured foxes observed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, contact agencies in accordance with BIO MM 20.	N/A	<input checked="" type="checkbox"/> No

## BIO MM-21 Protected Amphibian Protection

Is this measure applicable at this site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide site- and species-specific briefing on protected amphibians during daily tailboard.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, identify rain gauge used to determine site-specific rainfall amounts:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Did a rain even greater than 0.01-inch occur within the last 24 hours or greater than 0.1-inch within the last 48 hours?	N/A	<input checked="" type="checkbox"/> No
If yes, prohibit travel to site and ground disturbance during rainy periods or at night.		
Were any protected amphibians identified within 50-feet of the site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.	N/A	<input checked="" type="checkbox"/> No



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## BIO MM-21 Protected Amphibian Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were any protected amphibians identified on the roadway?

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

N/A Yes  
No

## BIO MM-22 Monarch Butterfly

Is this measure applicable at this site?

If yes, were pre-construction surveys (see preconstruction checklist and BIO MM 22) performed?

Yes  
No ☒

Perform weekly monarch butterflies surveys throughout construction period.

If roost trees are identified, flag a 50-foot exclusion zone around each roost and contact Authority's Project Biologist for written approval prior to removal of any trees or large tree limbs on site.

## BIO MM-23 Prevent the Spread of Non-Native Vegetation

Is this measure applicable at this site?

If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.

Yes ☒  
No

If yes, verify all mud and plant material are also removed prior to leaving the construction site.

## Bio MM-24 Special Status Plants Surveys and Protection

Is this measure applicable at this site?

If yes, perform site- and species-specific briefing on special-status provided during daily tailboard

Yes ☒  
No

Were in-season pre-construction surveys conducted for special status plants (request data from Project Biologist)?

Were special status plants identified?

Yes ☒  
No

If yes, observe flagged exclusion zones and provide qualified botanist as Biological Monitor for special status plants.

Yes ☒  
No

## Bio MM-25 Protected Resident Butterfly Protection

Is this measure applicable at this site?

If yes, perform site- and species-specific briefing on protected resident butterflies provided during daily tailboard

Yes ☒  
No

If yes, was survey conducted to identify native vegetation conducted by qualified biologist?

N/A

Yes ☒  
No

If yes, were host plants/roosts identified?

If yes, mark exclusion zones and contact Authority's Project Biologist prior to construction.

N/A

Yes ☒  
No

If yes, monitor site to verify exclusion zones remain intact.

If exclusion zone cannot be avoided, contact Authority's Project Biologist and obtain written approval to encroach prior to disturbance.

## BIO MM-26 Southwestern Willow Flycatcher Breeding Season Restriction

Reserved.

## BIO MM-27 Least Bell's Vireo Breeding Season Restriction

Reserved.

## Bio MM-28 Mojave Tortoise Protection

Is this measure applicable at this site?

If yes, provide site- and species specific briefing o Mojave Desert Tortoise during daily tailboard

Yes ☒  
No

If yes, were protocol surveys using qualified biologist to detect presence of Mojave desert tortoise within 30 days of construction (see BIO MM 28 and preconstruction checklist)?

N/A

Yes ☒  
No

Were burrows/cover sites identified during surveys?

If yes, create exclusion zone and continuously monitor.

N/A

Yes ☒  
No

If yes, conduct BIO MM-28 directed daily sweep prior to daily construction activities each day.



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## Environmental Biological Daily Report

## Bio MM-28 Mojave Tortoise Protection (cont.)

Were burrows/cover sites identified?

If yes, create exclusion zone and continuously monitor.

If yes, contact Authority's Project Biologist for written authorization prior to disturbing or removing native vegetation on site

N/A Yes  
No

Were tortoises observed within 100 feet of the site or on ingress/egress roads?

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

N/A Yes  
No

## General Measures (complete the following if the Cultural Resources Monitor is the designated Environmental Monitor)

## NOI MM-1

Is this measure applicable at this site?

Yes  
No

If yes, ensure pre-construction plan addresses:

Routing heavily-loaded trucks away from high density residential streets.

Identifying vibration-sensitive locations and move equipment as far from these sources as possible.

Directing Construction Site Manager to phase demolition and earthmoving operations at different times.

## NOI MM-2

Is this measure applicable at this site?

Yes  
No

If yes, verify noise blankets or other muffling devices on equipment and quiet-use generators are utilized to prevent impacts to noise-sensitive receivers

Yes  
No

If yes, System Contractor must verify equipment is well maintained and regularly inspected

Yes  
No

If yes, limit operation of construction equipment to periods of 15 consecutive minutes (where possible)

Yes  
No

## TRANS MM-1 and TRANS MM 2

Is this measure applicable at this site?

Yes  
No

If yes, show traffic control measures on site drawings or develop a traffic management plan as part of the site preconstruction plan that ensures traffic flows remain uninterrupted at all times in accordance with TRANS MM 1 and TRANS MM 2.

Yes  
No

## UTL MM-1

Is this measure applicable at this site?

Yes  
No

Was groundwater encountered during geotechnical in an amount likely to require dewatering during construction?

Yes  
No

If yes, prior to construction, a discharge permit must be obtained from the appropriate Regional Water Quality Control Board Evidence permit on Pre-Construction Plan and manage discharge in accordance with the terms of the permit.

Yes  
No

Was groundwater encountered during construction in an amount likely to require dewatering?

Yes  
No

If yes, STOP WORK and obtain a discharge permit from the appropriate Regional Water Quality Control Board and manage discharge in accordance with the terms of the permit.

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## Environmental Biological Daily Report

## General Project Comments/Supplemental Notes

Please reference Mitigation Measure number when describing additional details.

B10 MM-4: Monitor was only on-site for equipment pick-up. No trash was observed / site was clean throughout operation.

B10 MM-5: Work was performed inside shed only, other than equipment pick-up.

B10 MM-6: No tower work was performed.

B10 MM-8: Monitor not required for indoor work. Monitor was on-site for equipment pick-up only.

B10 MM-11: No speed limits posted on-site.



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## Environmental Biological Daily Report

Site ID	Monitor Names/Roles	Signatures	In environmental compliance?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
WWY	Kevin Davey Biological Monitor	Kevin Davey	Follow-up issues from previous day?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Time In:	12:00 AM <input checked="" type="checkbox"/> PM <input checked="" type="checkbox"/>	Temperature	Wind Speed	Cloud Cover	Precipitation
Time out:	1:30 AM <input checked="" type="checkbox"/> PM <input checked="" type="checkbox"/>	58°F	1-3 MPH	50%	0
Duration (In Hours)	1.5				Ground disturbance during or after rainfall event?
					No

## Site Inspection Checklist - Environmental Compliance

Items presented at tailboard: Gnatcatcher habitat &amp; nesting sites. Other nesting birds.

Monitoring location: 5591 Debutts Terrace, Malibu, CA Monitoring Date: 2/24/2017

Description of observed activity: Rafael Santillan & Phil from Jacobs determined line-of-sight connection between WWY & adjoining sites. They stayed on pavement & within site boundaries. No impacts. Joseph from public works granted us access to the site.

Were any stop work orders issued?

Yes ☐  
No ☒

If yes, provide details (who issued, duration, who ordered work to resume):

Aut

\* A WEAP was provided prior to activity by the Authority for this project.

## Mitigation Measures

## Bio MM-2 Worker Environmental Awareness Program (applicable at all sites)

Verify all workers were WEAP trained.

Yes ☒  
No ☐

## Bio MM-3 Biological Compliance Reporting (applicable at all sites)

Did site activities appear to be in compliance with applicable mitigation measures (e.g., all work in polygon; site sanitation, hazardous materials measures, trenches and holes appropriately managed; general mitigation measures (see end of form) appropriately managed?)

Yes ☒  
No ☐

## Bio MM-4 Site Sanitation (applicable at all sites)

Verify site was kept free of food and other waste debris throughout the day.

Yes ☒  
No ☐

Verify all construction debris picked up at the end of each day.

Yes ☒  
No ☐

## Bio MM-5 Hazardous Materials (applicable at all sites)

Verify all vehicles on site were equipped with a compliant spill response kit.

Yes ☒  
No ☐

If no, please explain:

Did any release of hazardous substances occur?

Yes ☐  
No ☒

If yes, notify MSI Construction Site Manager (provide name, date, and details).

If yes, notify Authority's Environmental Point of Contact (provide name, date, and details).

If yes, follow Hazardous Materials Management Plan for appropriate response.

If yes, were releases contained and cleaned up immediately?

N/A Yes ☐  
No ☐

## BIO MM-6 Anti-Perch Devices

Is this measure applicable to this site?

Yes ☐  
No ☒

Were anti-perch devices installed?

N/A Yes ☐  
No ☐



## Environmental Biological Daily Report

## BIO MM-6 Anti-Perch Devices (cont.)

If anti-perch devices were required, but were not installed, please provide explanation and notify FCS Biological Resources Lead and the Authority's Project Biologist upon discovery.

## Bio MM-7 California Condor Protection

Is this measure applicable to this site?

Yes

No ☒

If yes, verify the written list of site sanitation measures is available on-site at all times:

If yes, verify the condor-specific handout was discussed during tailboard and posted on the project:

Were condors present on-site?

Yes

No ☒

If yes, STOP WORK immediately and notify the FCS Biological Resources Lead and the Authority's Project Biologist.

If yes, Authority's Project Biologist is to contact USFWS Ventura Field Office immediately.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were condors observed roosting within 0.5 miles of the project site?

Yes

No ☒

If yes, limit work to between one hour after sunrise and one hour before sunset and document.

Were condors documented or observed nesting within 1.5 miles of project site?

Yes

No ☒

If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Was clean site protocol observed at all times, i.e., were all wires, cables, or other items that could entangle a condor securely fastened down or removed from the site?

Yes ☒

No

## BIO MM-8 Biological Monitoring

Is this measure applicable to this site?

☒ Yes

No

If yes, was a qualified biological monitor present at the site all during construction activities?

☒ Yes

No

If no, provide explanation and written pre-authorization from Authority's Project Biologist:

## BIO MM-9 Protect Native Vegetation and Common Wildlife

Is this measure applicable to this site?

Yes ☒

No

Was native vegetation identified for disturbance flagged?

Yes

No ☒

If yes, notify Authority's Project Biologist who will inspect flagged exclusion zones.

If yes, provide report regarding special-status plants, common, and special-status wildlife.

Was special status wildlife observed?

Yes

No ☒

If yes, STOP WORK and notify Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were native trees identified on site?

Yes

No ☒

If yes, flag construction limits, making sure to protect tree roots by excluding activities within the tree's dripline.

Describe any loss of native vegetation observed on-site:

## BIO MM-10 No Pets (applicable at all sites)

Were pets present on site?

Yes

No ☒

If yes, provide details of non-compliance:

## Bio MM-11 Site Access

Did all vehicles operate within the posted speed limits?

Yes ☒

No

If no, provide details of non-compliance:

If access roads speed limits were not posted, did all vehicles operate under 15 miles per hour?

☒

Yes

No

If no, provide details of non-compliance:

Were vehicles observed creating dust, ruts, and gullies?

Yes

No ☒

If yes, provide details of non-compliance:



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BIO MM-11 Site Access (cont.)			
Did workers attempt to hit or harass wildlife on roads?	Yes	No	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	Yes	No	<input checked="" type="checkbox"/>
Did workers check under vehicles for wildlife?	Yes	No	<input checked="" type="checkbox"/>
If no, provide details of non-compliance:	Yes	No	<input checked="" type="checkbox"/>
Did vehicles park on native vegetation?	Yes	No	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	Yes	No	<input checked="" type="checkbox"/>
Did workers cut corners on access roads?	Yes	No	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	Yes	No	<input checked="" type="checkbox"/>
Did workers drive off designated roadways, or make modifications to the road or road shoulders?	Yes	No	<input checked="" type="checkbox"/>
If yes, provide details of non-compliance:	Yes	No	<input checked="" type="checkbox"/>
BIO MM-12 Coastal California Gnatcatcher Protection			
Is this measure applicable to this site?	Yes	No	<input checked="" type="checkbox"/>
If yes, provide daily tailboard briefing to include gnatcatcher discussion.	Yes	No	<input checked="" type="checkbox"/>
If yes, perform pre-construction surveys (seasonal).	Yes	No	<input checked="" type="checkbox"/>
If yes, flag all native perennial vegetation.	Yes	No	<input checked="" type="checkbox"/>
Were coastal California gnatcatchers identified on site?	Yes	No	<input checked="" type="checkbox"/>
If yes, STOP WORK, notify FCS' Biological Resources Lead and the Authority's Project Biologist.	Yes	No	<input checked="" type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	Yes	No	<input checked="" type="checkbox"/>
BIO MM-13 Coastal California Gnatcatcher Breeding Season Restrictions			
Is this measure applicable to this site?	Yes	No	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	Yes	No	<input checked="" type="checkbox"/>
Are in-season construction activities planned?	Yes	No	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	Yes	No	<input checked="" type="checkbox"/>
BIO MM-14 Coastal California Gnatcatcher Protocol Surveys			
Is this measure applicable to this site?	Yes	No	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	Yes	No	<input checked="" type="checkbox"/>
BIO MM-15 Southwestern Willow Flycatcher Protection			
Reserved.			
BIO MM-16 Snowy Plover Protection			
Reserved.			
BIO MM-17 Raptor Protection			
Is this measure applicable to this site?	Yes	No	<input checked="" type="checkbox"/>
If yes, will work occur between January 1 <sup>st</sup> through July 31 <sup>st</sup> ?	Yes	No	<input checked="" type="checkbox"/>
If yes and activities are planned during the breeding season, notify and receive written authorization from the Authority's Project Biologist prior to proceeding.	Yes	No	<input checked="" type="checkbox"/>
Was an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest observed within 500 feet of or within line-of-sight of the project site at distances between 500-feet and 2,640-feet?	Yes	No	<input checked="" type="checkbox"/>
If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. No work may commence until at least five days after fledging birds have left the nest.	Yes	No	<input checked="" type="checkbox"/>
If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):	Yes	No	<input checked="" type="checkbox"/>



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## Environmental Biological Daily Report

## BIO MM-18 Nesting Bird Protection (applicable at all sites)

Is activity scheduled to occur between January 1<sup>st</sup> and September 15<sup>th</sup>? ☒ Yes ☐ NoIf yes, were preconstruction surveys conducted (see BIO MM 18 and preconstruction checklist)? ☒ Yes ☐ NoWere nesting birds observed within the buffer distance? *7 see notes* ☒ Yes ☐ No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue).

## BIO MM-19 Trenches and Holes Management

Is this measure applicable at this site? ☐ Yes ☒ No

If yes, assist contractor in identifying trench locations that will not impact natural vegetation including native tree roots.

Did contractor excavate any trenches on-site? ☐ Yes ☒ No

If yes, verify all trenches were covered or backfilled at the end of each day

If yes, inspect trenches and holes throughout the day to check for trapped wildlife

Were any protected species identified as trapped in the trench? *N/A* ☐ Yes ☒ No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue).

## BIO MM-20 Santa Catalina Island Fox Protection

Is this measure applicable at this site? ☐ Yes ☒ No

If yes, provide site- and species-specific briefing on Santa Catalina Island fox during daily tailboard. Verify crews understand and inspect for:

No feeding of Island fox or any other domestic or feral animal, or wildlife occurs.

All hazardous material, trash, food, and water containers are inspected to ensure they are secured.

Any nets, ropes, and wires are secured to prevent entanglement of Island foxes.

All crews maintain vigilance while driving on the Island, to come to a complete stop if a fox is detected in or near the

Prior to construction, perform preconstruction survey in accordance with BIO MM 20 at this site.

Was den observed during preconstruction survey? ☐ Yes ☒ NoIf yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. *N/A*

Daily, perform pre-work sweeps of the work area including equipment, storage sites, and staging areas.

Was a fox observed during the morning sweep? ☐ Yes ☒ NoIf yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. *N/A*

Perform biological monitoring.

Were foxes identified during the workday? ☐ Yes ☒ NoIf yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist. *N/A*

## BIO MM-20 Santa Catalina Island Fox Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

Were raccoons or sick common animals observed? *N/A* ☐ Yes ☒ No

If yes, contact agencies in accordance with BIO MM 20.

Were dead or injured foxes observed? *N/A* ☐ Yes ☒ No

If yes, contact agencies in accordance with BIO MM 20.

## BIO MM-21 Protected Amphibian Protection

Is this measure applicable at this site? ☐ Yes ☒ No

If yes, provide site- and species-specific briefing on protected amphibians during daily tailboard.

If yes, identify rain gauge used to determine site-specific rainfall amounts:

Did a rain even greater than 0.01-inch occur within the last 24 hours or greater than 0.1-inch within the last 48 hours? *N/A* ☐ Yes ☒ No

If yes, prohibit travel to site and ground disturbance during rainy periods or at night.

Were any protected amphibians identified within 50-feet of the site? *N/A* ☐ Yes ☒ No

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.



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## Environmental Biological Daily Report

## BIO MM-21 Protected Amphibian Protection (cont.)

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue)

Were any protected amphibians identified on the roadway?

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

N/A

Yes  
No

If yes, describe how work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## BIO MM-22 Monarch Butterfly

Is this measure applicable at this site?

Yes  
No

If yes, were pre-construction surveys (see preconstruction checklist and BIO MM 22) performed?

Perform weekly monarch butterflies surveys throughout construction period.

If roost trees are identified, flag a 50-foot exclusion zone around each roost and contact Authority's Project Biologist for written approval prior to removal of any trees or large tree limbs on site.

## BIO MM-23 Prevent the Spread of Non-Native Vegetation

Is this measure applicable at this site?

Yes  
No

If yes, inspect and verify all earthmoving and hauling equipment at the equipment were washed and soil and vegetation were removed at an approved off-site location prior to entering site.

If yes, verify all mud and plant material are also removed prior to leaving the construction site. ✓

## Bio MM-24 Special Status Plants Surveys and Protection

Is this measure applicable at this site?

Yes  
No

If yes, perform site- and species-specific briefing on special-status provided during daily tailboard

Were in-season pre-construction surveys conducted for special status plants (request data from Project Biologist)?

Yes  
No

Are special status plants identified?

Yes  
No

If yes, observe flagged exclusion zones and provide qualified botanist as Biological Monitor for special status plants.

## Bio MM-25 Protected Resident Butterfly Protection

Is this measure applicable at this site?

Yes  
No

If yes, perform site- and species-specific briefing on protected resident butterflies provided during daily tailboard

If yes, was survey conducted to identify native vegetation conducted by qualified biologist?

N/A

Yes  
No

If yes, were host plants/roosts identified?

If yes, mark exclusion zones and contact Authority's Project Biologist prior to construction.

If yes, monitor site to verify exclusion zones remain intact.

If exclusion zone cannot be avoided, contact Authority's Project Biologist and obtain written approval to approach prior to disturbance.

Yes  
No

## BIO MM-26 Southwestern Willow Flycatcher Breeding Season Restriction

Reserved.

## BIO MM-27 Least Bell's Vireo Breeding Season Restriction

Reserved.

## Bio MM-28 Mojave Tortoise Protection

Is this measure applicable at this site?

Yes  
No

If yes, provide site-and species specific briefing o Mojave Desert Tortoise during daily tailboard

If yes, were protocol surveys using qualified biologist to detect presence of Mojave desert tortoise within 30 days of construction (see BIO MM 28 and preconstruction checklist)?

N/A

Yes  
No

Were burrows/cover sites identified during surveys?

N/A

Yes  
No

If yes, create exclusion zone and continuously monitor.

If yes, conduct BIO MM-28 directed daily sweep prior to daily construction activities each day.



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## Environmental Biological Daily Report

## Bio MM-28 Mojave Tortoise Protection (cont.)

Were burrows/cover sites identified?

If yes, create exclusion zone and continuously monitor.

If yes, contact Authority's Project Biologist for written authorization prior to disturbing or removing native vegetation on site.

N/A

Yes  
No

Were tortoises observed within 100 feet of the site or on ingress/egress roads?

If yes, STOP WORK and notify FCS' Biological Resources Lead and the Authority's Project Biologist.

N/A

Yes  
No

If yes, describe work commenced (e.g., the Authority's Project Biologist cleared site for construction to continue):

## General Measures (complete the following if the Cultural Resources Monitor is the designated Environmental Monitor)

## NOI MM-1

Is this measure applicable at this site?

Yes  
No

If yes, ensure pre-construction plan addresses:

Routing heavily-loaded trucks away from high density residential streets.

Identifying vibration-sensitive locations and move equipment as far from these sources as possible.

Directing Construction Site Manager to phase demolition and earthmoving operations at different times.

## NOI MM-2

Is this measure applicable at this site?

Yes  
No

If yes, verify noise blankets or other muffling devices on equipment and quiet-use generators are utilized to prevent impacts to noise-sensitive receivers

Yes  
No

If yes, System Contractor must verify equipment is well maintained and regularly inspected

Yes  
No

If yes, limit operation of construction equipment to periods of 15 consecutive minutes (where possible)

Yes  
No

## TRANS MM-1 and TRANS MM 2

Is this measure applicable at this site?

Yes  
No

If yes, show traffic control measures on site drawings or develop a traffic management plan as part of the site preconstruction plan that ensures traffic flows remain uninterrupted at all times in accordance with TRANS MM 1 and TRANS MM 2.

Yes  
No

## UTL MM-1

Is this measure applicable at this site?

Yes  
No

Was groundwater encountered during geotechnical in an amount likely to require dewatering during construction?

Yes  
No

If yes, prior to construction, a discharge permit must be obtained from the appropriate Regional Water Quality Control Board Evidence permit on Pre-Construction Plan and manage discharge in accordance with the terms of the permit.

Was groundwater encountered during construction in an amount likely to require dewatering?

Yes  
No

If yes, STOP WORK and obtain a discharge permit from the appropriate Regional Water Quality Control Board and manage discharge in accordance with the terms of the permit.



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Environmental Biological Daily Report

General Project Comments/Supplemental Notes

Please reference Mitigation Measure number when describing additional details.

- BIO MM-9 - Native shrubs & trees were observed in vicinity of site. ~~there~~ Did not have access with site boundaries so this measure is uncertain. No vegetation was disturbed though, and probably will not be due to construction location being surrounded by pavement.
- BIO MM-18: A birds nest was observed on stairs of water tower within site. Nest is old and unoccupied.

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<div style="display: flex; justify-content: space-between;"> <span><b>LA-RICS</b></span> <span>12.29.2016 Draft Rev A</span> </div>		<b>FIRSTCARBON SOLUTIONS</b>	
Preconstruction Surveys			
BIO MM-18 Nesting Bird Protection (applicable at all sites)			
Is this measure applicable to this site?	Yes	No	<input checked="" type="checkbox"/>
If yes, do construction activities occur during bird nesting season?	Yes	No	<input checked="" type="checkbox"/>
If yes, was a survey conducted by a qualified biologist 10-days prior to on-site construction activities?	Yes	No	<input checked="" type="checkbox"/>
<p style="font-size: 1.2em; margin: 0;">YES, WORK IS SCHEDULED TO</p> <p style="font-size: 1.2em; margin: 0;">CONTINUE THROUGH MARCH 1<sup>ST</sup>, 2017</p>			
BIO MM-21 Protected Amphibian Protection			
Is this measure applicable to this site?	Yes	No	<input checked="" type="checkbox"/>
If yes, were rainfall amounts verified to prevent impacts to amphibians?	Yes	No	<input type="checkbox"/>

## Preconstruction Surveys

**BIO MM-22 Monarch Butterfly Protection**

**Is this measure applicable to this site?**

Yes

No

If yes, were pre-construction surveys conducted for thorough examination of suitable roost trees?

Yes

No

### BIO MM-23 Prevent the Spread of Non-Native Vegetation

**Is this measure applicable to this site?**

Yes

No

**If yes, did the project botanist confirm and approve mix of native plant species of the site?**

Yes

No



[illegible]

2-23-17

## Master LMR Mitigation List (Updated 10-27-2016)

The Authority will implement the following site specific measures to minimize impacts associated with proposed LMR project site activities.

### Air Quality Measures

#### AQ MM 1 – Weekly Air Monitoring Estimate

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

### Biological Measures

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

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

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

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement, including coordination with the respective land management agency, a Worker Environmental Awareness Program (WEAP) for the proposed Project. This mitigation measure would serve to institute and formalize an education program to increase awareness of environmental resources and measures and rules that are in place to help minimize impacts to those resources.

a) A WEAP shall be developed and shall be required for all construction employees prior to placement of Project equipment, construction, or any ground disturbing activities at the proposed Project site. Training of additional workers, contractors, and visitors shall be provided, as needed.

b) The WEAP is to inform on-site workers of the possible presence of special status species, the measures to be taken to protect these species, and the importance of minimizing impacts to the natural environment through the protection of native vegetation, adhering to required buffers and protection zones, staying on existing roads, and implementing BMPs that includes containment of any spills, disposal of trash, and management of runoff and sediment transport.

c) To assure long-term implementation of mitigation measures, an information sheet listing potential sensitive species and what to do if any are encountered shall be prepared, distributed to workers, and posted on site.

### **BIO MM 3 - Biological Compliance Reporting**

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

### **BIO MM 4 - Site Sanitation**

a) The contractor shall keep a regulated work area free of litter and trash. Trash and discarded food items shall be contained within an appropriate receptacle and removed daily to avoid attracting wildlife to the construction site, contribute to habituation of wildlife to the presence of humans, or to attract avian or mammalian predators to the area.

b) All construction debris (including nuts, bolts, small pieces of wire, etc.) shall be cleaned up (e.g., trash removed, scrap materials picked up) each day that work is conducted to minimize the likelihood of wildlife visiting the site and consuming microtrash (e.g., zip-ties, bottle caps, cigarette butts), discarded food, or other substances.

### **BIO MM 5 - Hazardous Materials Management**

a) A toxic substance management and spill response plan shall be prepared by the contractor for review and approval by the Authority.

b) Hazardous materials shall be contained; spills shall be prevented; and any spills at the Project site or along access roads shall be contained and cleaned up immediately.

c) All construction vehicles are required to carry at least one spill response kit.

d) Any spills shall be accounted for in reports prepared by the biological/environmental monitor.

### **BIO MM 6 - Anti-perch Devices**

Anti-perch devices shall be affixed to any elevated, horizontal structure (this includes the top quarter-arc of disc antennas) suitable for perching or nesting by raptors, ravens, vultures, gulls, or other large



birds to deter the use of these facilities as perch or nest sites to avoid attracting avian predators to the area, and so as not to contribute to the habituation of condors to the presence of humans. Anti-perch devices shall be inspected annually and repaired as needed.

## **BIO MM 7 - California Condor Protection**

- a) As part of BIO MM 4 - Site Sanitation, a written list of procedures shall be established and posted on site and/or kept in a site binder at all times. Specifically, the protocol shall list requirements including: all trash of any size shall be placed and contained in covered containers; and no trash of any kind shall be released to the environment. This includes any food items, small or large pieces of plastic or wire, and any small metallic objects (i.e., nuts, bolts, wire nuts).
- b) As part of BIO MM 2 - WEAP, construction crews shall be informed of the possible presence of California condors. A qualified biologist shall prepare an informational handout to be presented at WEAP instruction. This program and handout shall provide, at a minimum, information concerning the biology and distribution of the California condor, legal status, and possible occurrence in the vicinity; measures to avoid impacts to condors; procedures to be implemented to eliminate microtrash (e.g., zip-ties, bottle caps, cigarette butts) from the site; and what to do in case of California condor encounters. The informational handout shall be posted at the Project site for continued reference by construction and maintenance workers.
- c) During construction and operations of the facility, all workers shall avoid any interaction with condors and shall immediately stop work if condors are present in the Project site. If condors are on site, USFWS would be contacted immediately (Ventura office: 805-644-1766) following internal chain-of-command communications protocol. Once condors leave on their own accord or as a result of techniques employed by permitted USFWS personnel, on-site work may continue.
- d) If condors are known to be present in the area and found roosting within 0.5 mile of the Project site, no construction activity shall occur between one hour before sunset and one hour after sunrise or until the condors leave the area.
- e) If condors are documented nesting within 1.5 miles of a proposed Project site (as determined by nesting bird surveys, observations by the biological monitor, and/or information from USFWS condor program), no construction activity shall occur until further authorization is received from USFWS.
- f) The Project site shall be maintained in a clean condition at all times.
- g) All wires, cables, and other items, either temporary or permanent, that could entangle a condor are to be securely fastened down or removed from site. No permanent guy wires will be used.
- h) As part of BIO MM 3 - Biological Compliance Reporting, the environmental monitor shall verify at least once a week during active construction and upon completion of construction activities that the Project site is maintained in a clean condition.

## **BIO MM 8 - Biological Monitoring**

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

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

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

### **BIO MM 10 - No Pets**

Construction and maintenance workers shall be prohibited from bringing pets (especially dogs) to non-urban Project sites, as the domestic animal may harass or kill native wildlife present at the site.

### **BIO MM 11 - Site Access**

- a) On access roads operate all vehicles within the posted speed limits.
- b) If access road speed limits are not posted, do not exceed 15 miles per hour (mph).

c) Adjust vehicle speed as appropriate to road conditions; avoid causing ruts and gullies, and minimize dust.

d) Watch for wildlife on roads (including amphibians, snakes, rodents, and tortoises), especially during raining periods, and avoid running them over.

e) Look under parked vehicles for the presence of wildlife (especially desert tortoise) before pulling away to avoid running over wildlife.

f) Do not park on or drive over native perennial vegetation.

g) Avoid cutting corners on access roads and impacting vegetation when large equipment and trailers are brought to the Project site.

h) Do not drive off the designated roadway or make any modifications to the road or road shoulders.

### **BIO MM 12 - Coastal California Gnatcatcher Protection**

a) As part of BIO MM 2 - WEAP, construction crews shall be informed of the possible presence of coastal California gnatcatchers in the area, and the importance of maintaining coastal sage scrub vegetation.

b) As part of BIO MM 9 - Protect Native Vegetation and Common Wildlife, disturbance to native perennial vegetation, especially coastal sage scrub vegetation (e.g., California sagebrush, sage, and laurel sumac, and California buckwheat), would be minimized. Surveys shall be conducted by a qualified biologist for the presence of coastal sage scrub perennial vegetation and plants not identified for removal within or near the construction zone shall be marked for protection.

c) As part of BIO MM 3 - Biological Compliance Reporting, the environmental monitor shall verify at least once a week during active construction and upon completion of construction activities that habitat protection measures have been followed.

d) At proposed Project sites H-17A, PHN, and RIH, a higher level of protection is required to ensure that gnatcatchers are not present when construction activities would occur and adverse effects would be avoided. For proposed Project sites that include known or suspected gnatcatcher nesting or otherwise include suitable nesting habitat where the bird is expected to be present, the following mitigation measure is to ensure the highest level of protection to the bird. All the above measures (BIO MM 1 through BIO MM 3, and BIO MM 8 through BIO MM 12) apply as well as: BIO MM 13 Coastal California Gnatcatcher Breeding Season Restrictions.

### **BIO MM 13 - Coastal California Gnatcatcher Breeding Season Restrictions**

Construction activities that include loud noises (e.g., trenching, drilling, concrete cutting), the use of large equipment (e.g., booms, cranes, drills, concrete pouring), or the removal of perennial vegetation shall be precluded between February 15 and August 30. This measure is applicable to identified Project sites where coastal California gnatcatchers are known to be, or likely would be, present and construction activities may result in disturbance to the bird.

## **BIO MM 14 - Coastal California Gnatcatcher Protocol Surveys**

a) To determine if coastal California gnatcatchers are present within 500 feet of specified Project sites and if breeding season restrictions would be required, surveys following the most recent version of the USFWS Coastal California Gnatcatcher Presence/Absence Survey Protocol (current revision issued by USFWS Carlsbad Office 1997) shall be conducted prior to initiating any construction activities that may result in ground disturbance or loud noises during the gnatcatcher breeding season (February 15 through August 30). This protocol requires call-playback surveys by a permitted biologist, conducting a minimum of six surveys at least one week apart between March 15 and June 30 (additional survey requirements are presented in the protocol).

b) If adult, nesting, or fledgling gnatcatchers are detected even once within 500 feet of the proposed Project site, or if surveys are not completed in compliance with the protocol, BIO MM 13 – Coastal California Gnatcatcher Breeding Season Restriction shall apply to the site, precluding any construction activities that include loud noises (e.g., trenching, drilling, concrete cutting), the use of large equipment (e.g., booms, cranes, drills, concrete pouring), or the removal of perennial vegetation between the February 15 and August 30.

c) If no adult, nesting, or fledgling gnatcatchers are detected within 500 feet of the proposed Project site, construction activities may commence beginning July 1 through February 14.

d) Survey requirements shall be applied each year that construction activities take place at the Project site.

## **BIO MM 15 - Southwestern Willow Flycatcher Protection**

a) As part of BIO MM 2 - WEAP, construction crews shall be informed of the possible presence of southwestern willow flycatchers in the area, and the importance of maintaining riparian vegetation.

b) As part of BIO MM 9 - Protect Native Vegetation and Common Wildlife, disturbance to native perennial vegetation, especially riparian species (e.g., sycamore, cottonwood, willow), would be minimized; no ground disturbing activities or removal of vegetation would occur within stream corridors or floodplains. Prior to construction, surveys for the presence of riparian vegetation shall be conducted by a qualified biologist, and those plants within or near the construction zone not identified for removal shall be marked for protection and monitored for adherence to these boundaries.

## **BIO MM 16 - Snowy Plover Protection**

a) As part of BIO MM 2 - WEAP, construction crews shall be informed of the possible presence of western snowy plover in the area and the importance of not disturbing nesting birds.

b) If construction occurs between February 1 and July 31, prior to beginning construction a biological monitor shall verify through coordination with USFWS and on-site surveys that no breeding western snowy plovers are using the Project site or are within 500 feet of any Project activity.



c) If plovers are nesting in the vicinity, BIO MM 8 - Biological Monitoring would apply and a 500-foot protection buffer shall be required where no construction activities may occur while birds remain in the area.

### **BIO MM 17 - Raptor Protection**

a) If construction activities occur during the American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl breeding period, January 1 through July 31, preconstruction surveys would be conducted in all suitable habitats within 500 feet of the Project site as well as within a species-appropriate distance beyond the 500-foot buffer based on line of sight between potential nesting habitat and the construction site.

b) If construction takes place during the breeding period, the biological monitor shall contact appropriate land management and resource agencies to ascertain if they have any current information on raptor nesting activities in the general vicinity of the proposed Project sites.

c) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered within 500 feet of the construction site, work shall not be undertaken at that site until the nest is no longer active, with an additional five days to allow the fledging birds to disperse. An active nest is defined as one that is attended, built, maintained, or used by a pair of birds during a given breeding season, whether or not eggs are laid; a nest is considered inactive if not attended to for a period of 10 days or longer.

d) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered between 500 feet and 0.5 mile of the construction site, the potential for disturbance of the nesting birds would be evaluated based on line-of-sight, degree of potentially disturbing activities, and other site-specific factors. If the CDFW and land management agency concur, the protection buffer distance may be reduced.

### **BIO MM 18 - Nesting Bird Protection**

a) It is preferred that removal of trees or large tree limbs and other vegetation removal activities such as grubbing or shrub clearing avoid the typical bird nesting season of January 1 through September 15.

b) If construction activities occur during the bird nesting season, and to prevent disturbance to or destruction of nests of protected native bird species that could occur as a result of vegetation removal, disturbance, or other on-site construction activities, preconstruction surveys for nesting birds shall be conducted by a qualified biological monitor within 10 calendar days prior to on-site construction-related disturbance activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors.

c) If nesting protected non-raptor species are detected, a 300-foot avoidance buffer shall be implemented; a 500-foot avoidance buffer would be applied to any active nest of a raptor or other species of special status bird.

- d) Appropriate site-specific buffers may be established with the approval of a project designated avian expert, based in part on the species of nesting bird present, location of nest, nesting phenology, magnitude of potential disturbance, and other site conditions (e.g., levels of ambient noise; line-of-sight).
- e) If construction activities would occur within the general buffer distances for active nests (300 feet for non-raptors and 500 feet for raptors), a biologist monitor must be present during those activities.
- f) No active nests may be destroyed; inactive bird nests may be destroyed as part of vegetation removal but may not be reduced to possession.
- g) Between September 16 and December 30, grubbing, shrub clearing, and tree/limb removal activities are not subject to restrictions based on the protection of migratory birds.
- h) Comply with the USFWS Office of Migratory Birds voluntary guidelines (USFWS 2013a) for communications tower placement, construction, and operation.
- i) For any towers that must exceed 199 feet in height, lighting requirements would be designed in cooperation with FAA and USFWS Office of Migratory Birds to minimize attraction and resulting mortality of migratory birds.

### **BIO MM 19 - Trenches and Holes Management**

- a) The contractor shall cover or backfill all trenches the same calendar day they are opened, where practicable.
- b) If trenches or holes cannot be closed the same day they are made, covers shall be firmly secured at ground level in such a way that small wildlife cannot slip beneath. At sites that require the presence of a biological monitor, trench covers shall be approved by the monitor.
- c) Open trenches shall be inspected regularly throughout the day and prior to filling to remove any trapped common wildlife (e.g., small mammals, reptiles, amphibians) and to check for the presence of protected wildlife species (e.g., arroyo toad) at Project sites that require the presence of a biological monitor.
- d) If a protected wildlife species is present in the trench, the on-site Biological Monitor shall contact USFWS immediately, ensure the protected species is not in immediate danger, and wait for instruction by USFWS.
- e) Covered trenches and holes at sites where biological monitors are present are to be inspected by the monitor at the end of the work day and prior to initiating construction activities the next day.
- f) In locating trenches or holes, disturbance to natural vegetation, including plant root systems shall be minimized.

g) Prior to trenching, the construction disturbance limits and monitor for adherence to these boundaries shall be marked.

## **BIO MM 20 - Santa Catalina Island Fox Protection**

- a) As part of **BIO MM 2- WEAP**, construction crews shall be informed of the possible presence of the Santa Catalina Island fox and the measures to be taken to avoid impacts to the fox.
- b) Conduct all grubbing and grading outside the pupping season for island fox, which extends from March 1 through June 30.
- c) Prior to initiation of construction activities, the Project site plus a 250-foot buffer shall be inspected by a qualified biologist for the presence of Santa Catalina Island fox dens; if a den is located, no construction activities may be initiated and USFWS and California Department of Fish and Wildlife shall be contacted.
- d) As part of **BIO MM 8 - Biological Monitoring**, the biological monitor shall inspect the work area, including equipment storage sites and staging areas, for the presence of foxes each day prior to initiation of on-site work.
  - a. Construction equipment that may be used as hiding cover by a fox (e.g., open pipes, equipment piles) shall be inspected by the Biological Monitor prior to moving.
  - b. The Biological Monitor shall report the location of raccoons or sick animals, including island foxes, to the Catalina Island Conservancy at (310) 510-1299 ext. 230. The Catalina Island Conservancy compiles this information and will notify the Service, if appropriate.
  - c. Upon locating dead or injured island foxes, the Biological Monitor shall notify the USFWS Division of Law Enforcement in Torrance, California, at (310) 328-6307 and the Carlsbad Fish and Wildlife office at (760) 431-9440 ext. 274 as soon as possible, not to exceed 24 hours. Notification shall also be provided to the Catalina Island Conservancy at (310) 510-1299 ext. 230 as the Catalina Island Conservancy conducts necropsies to determine cause of death and compiles information regarding island fox injury and mortality to inform future management.
- e) Feeding of island foxes is prohibited.
- f) As part of **BIO MM 9- Protect Native Vegetation and Common Wildlife**, feeding of feral cats, free-ranging domestic animals, and wildlife is prohibited.
- g) As part of **BIO MM 4- Site Sanitation**, lids shall be securely affixed to all dumpsters, trash cans, and water containers. Securely contain any construction materials that could cause the entanglement of island foxes (nets, ropes, wires, etc.), especially overnight.
- h) As part of **BIO MM 5 - Hazardous Materials**, lids shall be securely affixed to all containers with hazardous substances.
- i) As part of **BIO MM 11- Site Access**, personnel shall be vigilant for island foxes, and if safety allows, come to a complete stop if a fox is detected near the edge of the road. Island foxes are naive to vehicles and typically do not move to avoid collisions.

## **BIO MM 21 - Protected Amphibian Protection**

- a) As part of BIO MM 2 WEAP, construction crews shall be informed of the possible presence of protected amphibians (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog - southern California DPS) in the area and along access roads, and the measures to be taken to avoid impacts to these amphibians.
- b) As part of BIO MM 8 Biological Monitoring, the Biological Monitor shall be present during site preparation and placement of Project equipment. The monitor shall inspect the work area, including equipment storage sites and staging areas, for the presence of protected amphibians each day prior to initiation of on-site construction work following a measureable rain event ( $\geq 0.01$  inch) while construction is ongoing.
- c) To protect dispersing frogs and toads, no Project-related on-site ground-disturbing activities or construction-related travel on access roads shall occur during the night or during rainy periods (within 24 hours of a measureable [ $\geq 0.01$  inch] precipitation event or within 48 hours of a major [ $\geq 0.1$  inch] precipitation event).
- d) To protect dispersing frogs and toads during normal site operations (non-emergency situations), these Project sites shall not be accessed by maintenance workers during the night or during rainy periods (within 24 hours of a measureable [ $\geq 0.01$  inch] precipitation event or within 48 hours of a major [ $\geq 0.1$  inch] precipitation event) (emergency situations are exempted).
- e) If a protected amphibian (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog - southern California DPS) is found within 50 feet of the construction site, all work that involves moving vehicles or ground disturbance shall cease until the animal moves on its own accord.
- f) If protected amphibians are present on the road, vehicles shall stop until the individual(s) move out of harm's way on their own accord.

### **BIO MM 22 - Monarch Butterfly Protection**

- a) Preconstruction surveys by a qualified biologist shall provide for a thorough examination of suitable roost trees to determine if butterflies are using the site for roosting; surveys shall be repeated once a week throughout the construction period.
- b) If butterflies are found roosting in the area, a protection buffer of 50 feet shall be established around each roost; and no construction activities would be undertaken within the buffer area while butterflies are roosting.
- c) Loss of trees or removal of large limbs on trees that may provide suitable roost habitat for monarch butterflies shall be avoided.

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



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

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

- a) As part of BIO MM 2 - WEAP, construction crews shall be informed prior to the onset of construction activities of the possible presence of special status plants in the area and the importance of maintaining native vegetation.
- b) At identified sites, surveys for special status plants shall be conducted by a qualified botanist prior to ground-disturbing activities, in the proper season and in suitable habitat surrounding the proposed Project site or any area subject to ground disturbance, including access roads.
- c) If a special status plant is found to be present or if surveys are determined to be inconclusive, the areas requiring special protection would be marked prior to construction to provide a buffer to maintain the ecological context of the location at which the plant was found.
- d) Mitigation measure BIO MM 8 - Biological Monitoring shall apply at proposed Project sites where special status plants or their habitat are present, and protection buffers would be monitored for compliance.

### **BIO MM 25 - Protected Resident Butterfly Protection**

- a) As part of BIO MM 2 - WEAP, construction crews shall participate in environmental awareness instruction and be informed of the possible presence of the Palos Verdes blue butterfly in the area and the importance of preserving native vegetation.
- b) As part of BIO MM 9 - Protect Native Vegetation and Common Wildlife, disturbance to native perennial vegetation, especially coastal sage scrub vegetation (e.g., California sagebrush, sage, and laurel sumac, and California buckwheat), would be minimized. Surveys shall be conducted by a qualified biologist for the presence of coastal sage scrub perennial vegetation and plants not identified for removal within or near the construction zone shall be marked for protection.
- c) All areas proposed for vegetation removal shall be surveyed by a qualified botanist to determine if butterfly host plants are present.

d) If butterfly host plants are encountered, they shall be avoided and a suitable buffer of existing vegetation shall be retained around these plants, if possible.

e) If butterfly host plants cannot be avoided due to site constraints, a transplant/revegetation plan shall be developed and implemented. No plants shall be disturbed if butterfly eggs, larva, or chrysalises are present.

f) Prior to construction, the construction disturbance limits would be marked and monitored for adherence to these boundaries.

g) As part of BIO MM 3 - Biological Compliance Reporting, the environmental monitor shall verify at least once a week during active construction and upon completion of construction activities that habitat protection measures have been followed.

### **BIO MM 26 - Southwestern Willow Flycatcher Breeding Season Restriction**

Construction activities that include loud noises (e.g., trenching, drilling, concrete cutting), the use of large equipment (e.g., booms, cranes, drills, concrete pouring), or the removal of perennial vegetation shall be precluded between May 1 and August 31, or once all willow flycatchers (adults and young of the year) have left the area as determined by the monitoring biologist. This measure is applicable to identified Project sites where southwestern willow flycatchers are known to be, or likely would be, present and construction activities may result in disturbance to the bird.

### **BIO MM 27 – Least Bell’s Vireo Breeding Season Restriction**

Construction activities that include loud noises (e.g., trenching, drilling, concrete cutting), the use of large equipment (e.g., booms, cranes, drills, concrete pouring), or the removal of perennial vegetation shall be precluded between March 15 and September 15, or once all vireos (adults and young of the year) have left the area as determined by the monitoring biologist. This measure is applicable to identified Project sites where least Bell’s vireos are known to be, or likely would be, present and construction activities may result in disturbance to the bird.

### **BIO MM 28 - Mojave Desert Tortoise Protection**

- a) As part of **BIO MM 2- WEAP**, construction crews shall participate in environmental awareness instruction and be informed of the possible presence of the Mojave desert tortoise in the area and the importance of preserving native vegetation, adhering to required buffers and protection zones, staying on existing roads, and procedures to be implemented in case of Mojave desert tortoise encounters.
- b) As part of **BIO MM 8 – Biological Monitoring**, a biologist will be present during site preparation and placement of Project equipment. The monitor will accompany all Project construction vehicles accessing the site as they proceed on dedicated access roads or associated unpaved roads to ensure no tortoises are within the roadway or otherwise may be harmed by Project activities. All work areas and equipment storage sites will be inspected for the presence of

tortoises each day prior to initiation of on-site work; prior to moving any vehicle parked at the Project site, the underside is to be thoroughly checked by the driver immediately prior to moving the vehicle for the presence of tortoises.

- a. Within 30 days prior to initiation of any ground disturbing activity or access to the site by construction equipment, the Project site and access roads, plus a buffer of at least 100 feet surrounding the site boundary, is to be surveyed by no less than two biologists, approved by USFWS, to conduct overlapping double survey coverage of the area.
  - b. Any located tortoise location, burrow, or suitable tortoise cover site would be flagged for protection, as appropriate, and in order to recheck for tortoise presence on subsequent visits.
  - c. On the day of any ground disturbing activity, all areas to be bladed and anywhere construction activities would take place, plus an appropriate buffer (100-foot minimum) will be thoroughly re-surveyed, checking any known tortoise sites identified during previous surveys.
  - d. If found, no tortoise would be handled, moved, or otherwise disturbed.
  - e. If a tortoise is encountered, the animal will not be moved but will be allowed to proceed on its own accord. If a tortoise is within 100 feet of the construction area, all mechanized activities and ground disturbance shall cease and shall not resume until the tortoise leaves on its own accord.
  - f. The contractor shall avoid any interaction with Mojave desert tortoises and shall immediately inform the on-site biologist if a tortoise is observed.
- c) As part of **BIO MM 9- Protect Native Vegetation and Common Wildlife**, disturbance to native perennial vegetation (e.g., creosote bush, white bursage, cacti, and Joshua trees), especially flowering vegetation), would be avoided or minimized.
- d) As part of **BIO MM 4 – Site Sanitation**, a written clean-site protocol shall be established and posted on site at all times to preclude the attraction of avian and mammalian predators to the area.
- e) As part of **BIO MM 19 – Trenches and Holes Management**, covers shall be firmly secured at ground level in such a way that tortoises cannot slip beneath them.
- a. If a trench must remain open overnight, the contractor shall grade the end of the trench at a slope not steeper than 1:1 to allow animals to escape the trench. The trench shall be inspected before work begins to ensure no animals are present. If a tortoise is present in the trench, the on-site biological monitor shall contact USFWS immediately, ensure the tortoise is not in immediate danger, and wait for instruction by USFWS.
  - b. To the maximum extent practicable, fill material will not be deposited into desert tortoise habitat.

- f) As part of **BIO MM 11 – Site Access**, a speed limit of 5 mph on the dedicated access road will be imposed at all times for all construction and maintenance operations.
  - a. The expansion limits for new ground disturbance will be the minimum necessary and established prior to any earth-moving activities.
  - b. The permanent Project site will be fenced with a tortoise-proof fence.

### **Cultural Resources Measures**

#### **CUL MM 1 - Archaeological or Native American Monitoring – Prehistoric Resources**

At Project sites with known or potential presence of prehistoric archaeological material (artifacts and/or features) within the defined APEs, qualified archaeological or Native American monitors shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. The archaeological monitor will, at a minimum, have a B.A. in anthropology or related field or will have successfully completed an archaeological field methods school. The monitor will work under the supervision of an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards (Project Archaeologist). The standards are published in CFR 36 Part 61 and found on the National Park Service website at [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm). In the event that prehistoric archaeological material is unexpectedly discovered within the APE, the procedures set forth in CUL MM 3 - Unexpected Discovery of Archaeological Materials shall be followed.

#### **CUL MM 2 - Archaeological Monitoring – Historic-Age Resources**

At proposed Project sites with known or potential presence of historic-age archaeological material (artifacts and/or features) within the defined APEs, a qualified archaeological monitor shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations.

The archaeological monitor will, at a minimum, have a B.A. in anthropology or related field or will have successfully completed an archaeological field methods school. The monitor will work under the supervision of an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards (Project Archaeologist). The standards are published in CFR 36 Part 61 and found on the National Park Service website at [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm).

#### **CUL MM 3 - Unexpected Discovery of Archaeological Materials**

In the event that previously unidentified prehistoric or historic-age archaeological resources are uncovered, the following actions shall be taken:

- 1) All ground-disturbing work within 165 feet (50 meters) of the discovery shall be halted. The qualified archaeological monitor will mark the immediate area with highly visible flagging and immediately notify the Project Archaeologist.



2) The Project Archaeologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, the resource shall be documented on California State Department of Parks and Recreation cultural resource record forms, and no further effort shall be required.

3) If the resource meets the criteria for any or all of the categories described in (3) above, work shall remain halted, and the Project Archaeologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse changes occur. Preservation in place (i.e., avoidance) is the preferred method of ensuring no substantial adverse impacts occur on historic properties/historical resources and shall be required unless other equally effective methods are agreed upon among the Project Archaeologist, the Authority, and any other stakeholders. If the archaeological material appears to represent a site – defined as three or more artifacts and/or features in an intact deposit – an archaeological test program (Phase II) may be necessary. Associated mitigation measures include, but are not limited to, collection of the archaeological materials, recordation (e.g., DPR Primary Record and Site Forms), and analysis of any significant cultural materials in accordance with a Data Recovery Plan, and curation of artifacts at an approved curation facility. A curation agreement for this Project is already in place with the University of California, Los Angeles, Archaeological Collections Facility at the Fowler Museum. At the completion of the appropriate mitigation measures, a professional-level technical report shall be filed with the appropriate California Historical Resources Information System (CHRIS) Information Center (IC).

4) Work at the project location may commence upon completion of the appropriate mitigation treatment(s).

### **CUL MM 4 - Unexpected Discovery of Human Remains**

In the event that human remains are unexpectedly encountered, the following procedures shall immediately be followed. This guidance is also provided on the NAHC's website at <http://nahc.ca.gov/resources/discovery-of-native-american-human-remains-what-to-do/>.

1) All construction activity shall stop immediately, and the Project Archaeologist shall be notified. The Project Archaeologist will contact the Los Angeles (or applicable) County Coroner. The list of California Coroners can be found on the Native American Heritage Commission's website at <http://nahc.ca.gov/2015/06/implementation-of-ab52-sampleletters-request-for-formal-notification-and-request-for-consultation/>.

2) The Coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission.

3) The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.

- 4) The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
- 5) If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;
- 6) If the owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission.

### **CUL MM 5 - Architectural Resources Protection and Camouflage**

#### *Attachment of Equipment to Historic Buildings and Structures*

For historic buildings or structures where communications-related equipment will be attached, the following preservation practices shall be employed, as applicable, to ensure that impacts are less than significant:

- 1) When running new exterior wiring to a historic building, existing entry points shall be utilized. If a new entry point is required, the entry shall be placed at the rear of the building or in an area on the side of the building where it will be hidden by an existing architectural feature.
- 2) When wireless nodes, antennas, microwave or satellite dishes, etc. are installed on historic buildings, existing mounting points shall be utilized. For new mounts, nonpenetrating mounts shall be used.
- 3) Equipment shall be placed where it does not detract from the building's overall appearance; roof-mounted equipment shall be placed where it will not be visible from accessible locations at grade. Adequate structural support for the new equipment and design shall be ensured, and a system that minimizes the number of cutouts or holes in structural members and historic material shall be installed. Existing building features shall be used to conceal equipment.
- 4) New equipment installations on a historic building that will be visible shall be painted or color-matched to the surrounding building materials. Concealment with color-matched FRP (fiberglass reinforced plastic) shrouds (boxes) is acceptable.
- 5) Any supports or brackets for new equipment shall be color-matched to the existing materials.
- 6) The installation of exterior wiring shall be minimized; where unavoidable, the wiring will be color-matched to the original building material to reduce the visual impact.
- 7) Equipment shall not be directly anchored into stone or brick; mortar joints for anchoring the equipment will be utilized.
- 8) Rust-resistant mounts to prevent staining of the building materials shall be used.
- 9) Reversible mounting techniques shall be used to avoid damage to building materials.

10) Installation of underground cable or conduit at a historical resource shall be undertaken in a manner that considers the stability of the historic building, including limiting any new excavations adjacent to historic foundations that could undermine the structural stability of the building and avoiding landscape or other changes that could alter drainage patterns and cause water-related damage to the building.

11) New interior wiring shall utilize space in existing chases, closets, or shafts.

12) Equipment and systems shall be installed to cause the least alteration possible to the building's floor plan and the least damage to the historic building material.

13) Vertical runs of conduit and cables shall be placed in closets, service rooms, and wall cavities to create the least intrusion into the historic fabric of the building and to avoid major intervention into the wall and floor systems.

### *Architectural Camouflage*

All new towers and monopoles or a proposed increase in the height of existing towers and monopoles that would cause adverse visual impacts on historical resources that are adjacent or within the viewshed shall be camouflaged. All camouflage implemented for the proposed Project shall be sympathetic to the existing landscape (<http://www.generalcode.com/codification/sample-legislation/cell-towers>) and/or in accordance with applicable municipal codes ([http://clkrep.lacity.org/online/docs/2009/09-2645\\_RPT\\_ATT\\_06-07-11.pdf](http://clkrep.lacity.org/online/docs/2009/09-2645_RPT_ATT_06-07-11.pdf)). Tower disguises may include, but are not limited to, painting and various types of concealments, including clock/water towers, flag/light poles, silos, trees, and unique site-specific designs. Such measures must be consistent with the Secretary of the Interior's Standards/Guidelines for the Treatment of Historic Properties (see Attachment of Equipment discussion above).

### **CUL MM 6 - Potential Paleontological Resources Plan**

A Paleontological Resources Monitoring Plan shall be developed and approved prior to construction to guide the activities of monitors during ground-disturbing activities. The plan would include, but not be limited to, a description of the project location, the regulatory framework, site-specific impact mitigation requirements designed to reduce impacts to less than significant, specific locations and construction activities requiring monitoring and/or spot checking, procedures to follow for construction monitoring and fossil discovery and recovery, and a repository agreement with the Natural History Museum of Los Angeles County or other accredited repository. Mitigation measures that may be implemented to ensure that impacts to paleontological resources would be reduced to less than significant may include but are not limited to the following:

a) Worker awareness training on paleontological resources presented to construction personnel prior to the start of construction. The training should include at minimum, the following:

- The types of fossils that could occur at the project site
- The procedures that should be taken in the event of a fossil discovery

- Laws protecting paleontological resources
  - Penalties for destroying or removing paleontological resources
- b) Paleontological monitoring during ground disturbance at all sites with moderate/unknown or high paleontological potential
- c) Salvage of significant fossil resources
- d) Screenwashing of matrix samples for microfossils
- e) Laboratory preparation of recovered fossils to the point of identification and curation
- f) Identification of recovered fossils to the lowest possible taxonomic order
- g) Curation of significant fossils at the Natural History Museum of Los Angeles County or other accredited repository
- h) Preparation of a final monitoring report that includes at a minimum the dates of field work, results of monitoring, fossil analyses, significance evaluation, conclusions, locality forms, and an itemized list of specimens.

The Plan shall be submitted to the Authority for review and approval and finalized at least 14 days prior to the start of construction.

### **CUL MM 7 - Paleontological Resources Monitoring**

Paleontological monitoring shall be conducted by a qualified paleontological monitor who has demonstrated experience in the collection and salvage of fossil materials. An undergraduate degree in geology or paleontology is preferable but is less important than documented experience performing paleontological monitoring and mitigation. The monitor will work under the supervision of a Principal Paleontologist.

The qualified professional paleontological monitor shall be present during ground disturbance at all sites with moderate/unknown or high paleontological potential, and as specified in the Paleontological Resources Monitoring Plan prepared in accordance with CUL MM 6 - Potential Paleontological Resources Plan. The monitor shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. Any sites that require monitoring or mitigation within the Angeles National Forest will require a qualified paleontologist to have a U.S. Department of Agriculture Forest Service-Temporary Special-Use Permit for paleontology. Based on the specific site conditions observed during monitoring (type of sediment impacted, previous disturbances, nature of site conditions), the Principal Paleontologist may reduce or increase monitoring efforts in consultation with the Agency.

In the event that a previously unidentified paleontological resource is uncovered, the following actions shall be taken:



- 1) All ground-disturbing work within 50 feet of the discovery shall be halted. A qualified paleontologist shall divert or direct construction activities in the area of an exposed fossil in order to facilitate evaluation and, if necessary, salvage of the exposed fossil. Work shall not resume in the discovery area until authorized by the qualified paleontologist.
- 2) The paleontologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, no further effort shall be required.
- 3) If the resource is determined to be a unique paleontological resource, work shall remain halted, and the paleontologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse change would occur to the significance of the resource. Preservation in place (i.e., avoidance) is the preferred method of ensuring that no substantial adverse impacts occur to the resource and shall be required unless other equally effective methods are available. Other methods include ensuring that the fossils are scientifically recovered, prepared, identified, catalogued, and analyzed according to current professional standards.
- 4) Due to the small nature of some fossils, a fine mesh screen may be used at the discretion of the paleontologist to screen matrix test samples on-site during monitoring. Additionally, bulk matrix samples may be collected and transported to a laboratory facility for processing.
- 5) Provisions for preparation and identification of any fossils collected shall be made before donation to a suitable repository.
- 6) All recovered fossils shall be curated at the Natural History Museum of Los Angeles County, or a local accredited and permanent scientific institution according to Society of Vertebrate Paleontology standard guidelines standards. Work may commence upon completion of the appropriate treatment and the approval from the Authority.

**GEO MM 1 :** Prior to or concurrently with submittal of the application for a building permit for any portion of the proposed Project site, the Contractor shall:

- 1) Submit to the appropriate municipality (County of Los Angeles, County of San Bernardino, or city having jurisdiction over the site) a site-specific, design-level geotechnical report reviewed and approved by both an engineering geologist licensed in the State of California and a civil engineer licensed in the State of California. The report shall comply with all applicable state and local code requirements and shall:
  - a. include an analysis of the expected ground motions at the site from known active faults using accepted methodologies
  - b. include an analysis of all potential geologic hazards including but not limited to, landslides, mudslides, liquefaction potential, identification of active faults, land spreading, and land subsidence. The report shall be prepared in accordance with and meet the requirements of the

County of Los Angeles Department of Public Works (LACDPW) Manual for Preparation of Geotechnical Reports, July 1, 2013.

c. Specify liquefaction mitigations that shall use proven methods generally accepted by professional engineers to reduce the risk of liquefaction to a less than significant level such as:

- i. subsurface soil improvement
- ii. deep foundations extending below the liquefiable layers
- iii. structural slabs designed to span across areas of non-support
- iv. soil cover sufficiently thick over liquefaction soil to bridge liquefaction zones
- v. dynamic compaction
- vi. compaction grouting
- vii. jet grouting
- viii. mitigation for liquefaction hazards suggested in the California Geological Survey's (CGS) Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication 117, 1997) including edge containment structures (berms, dikes, sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can withstand predicated displacements

d. Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable local county and local city amendments, to ensure that structures can withstand ground accelerations expected from known active faults

e. Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding improvements

2) Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigations in the site specific investigations.

3) The project structural engineer shall review the site specific investigations, provide any additional necessary mitigation to meet Building Code requirements, and incorporate all applicable mitigations from the investigation in the structural design plans and shall ensure that all structural plans for the project meet current Building Code requirements.

4) Site construction shall not begin until:

a. The registered geotechnical engineer representing the applicable permitting municipality for the project site (county or city), or third party registered engineer retained to

review the geotechnical reports, has reviewed each site specific geotechnical investigation, approved the final report, and required compliance with geotechnical mitigations contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and other relevant construction permits; and

b. The applicable permitting municipality for the project site (county or city) has reviewed all project plans for grading, foundations, structural, infrastructure and other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.

**HAZ MM 1:** Prior to construction activity, the construction contractor shall prepare a Phase I Environmental Site Assessment meeting the standards outlined in the American Society for Testing Materials (ASTM), Practice for Limited Environmental Due Diligence: Transaction Screen Process E 1528.

- Phase I documents shall be reviewed to determine if the lateral and vertical extent of impacted soil and/or groundwater will be encountered by proposed construction activities.
- If proposed construction activities will not encounter impacted soil or groundwater based on the documented vertical and lateral extent, no further action will be required.
- If it is determined that the construction footprint will encounter impacted soils or encounter impacted groundwater, the contractor shall prepare a site-specific Health and Safety Plan that meets the requirements of 29 CFR 1910 for worker safety.
- If the lateral and vertical extent or the nature of the impacted soil cannot be determined from available documents, a Phase II investigation shall be completed to determine if the soils and/or groundwater that may be encountered during construction (within the footprint any excavation) are impacted. The Phase II investigation shall also determine the nature of contaminations that may be encountered.
- The Phase II report should also address disposal alternatives and procedures for any impacted soil that may be encountered or groundwater which may need to be removed.

**HAZ MM 2:** Prior to issuance of building permits, the Contractor shall submit Form 7460–1 (Notice of Proposed Construction or Alteration) to the FAA, in the form and manner prescribed in 14 CFR Part 77. The Contractor shall also provide documentation to the appropriate city or county planning agency demonstrating that the FAA has issued a “Determination of No Hazard to Air Navigation.”

The FAA regulates objects affecting navigable airspace according to 14 CFR Part 77. The federal and state Departments of Transportation also require the proponent to submit FAA Form 7460–1, Notice of Proposed Construction or Alteration. According to 14 CFR Part 77, notification allows the FAA to identify potential aeronautical hazards in advance, thus preventing or minimizing any adverse impacts on the safe and efficient use of navigable airspace.

Per 14 CFR Part 77, notification requirements include sending one executed form set (four copies) of FAA Form 7460–1, Notice of Proposed Construction or Alteration, to the Manager, Air Traffic Division, of the FAA Regional Office having jurisdiction over the area within which the construction or alteration will

be located. The notice required must be submitted at least 45 days before the earlier of the following dates: (1) the date the proposed construction or alteration is to begin, or (2) the date an application for a construction permit is to be filed.

### **HAZ MM 3: Fire Management Plan.**

Prior to construction activity, the Authority shall work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify project locations, project descriptions, anticipated construction activities, limitation of activities during periods of elevated fire risk (e.g., “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.

**NOI MM 1:** Prior to commencement of construction at sites ENC1 and LACF072, the contractor shall demonstrate, to the satisfaction of the Authority, measures that will reduce construction vibration impacts. Such measures may include but are not limited to the following:

- Route heavily-loaded trucks away from residential streets, if possible, selecting streets with the fewest homes if no other alternatives are available.
- Operate earth moving equipment including excavators/mini excavators and dump trucks as far away from vibration-sensitive locations as possible.
- Phase demolition and earth-moving operations so as not to occur simultaneously. Total vibration could be significantly less when each vibration event occurs separately.

**NOI MM 2:** Prior to commencement of construction at Site WS1, the contractor shall demonstrate, to the satisfaction of the Authority, measures that will reduce construction noise impacts below the levels specified in the City of Santa Monica noise ordinance. Such measures may include but are not limited to the following:

- Use noise blankets or other muffling devices on equipment and quiet-use generators at noise-sensitive receivers.
- Use well-maintained equipment and have equipment inspected regularly.
- Operate construction equipment for periods of fewer than 15 consecutive minutes when possible.

**TRANS MM 1:** The construction contractor shall maintain a minimum of one open lane of traffic at all site access roads during project construction. Use of standard construction traffic control practices such as flagmen, warning signs, and other measures shall be implemented as necessary to ensure that traffic flow remains uninterrupted at all times.

**TRANS MM 2:** Any temporary road or lane closures that may affect state highways shall be coordinated with Caltrans prior to commencement of construction at the site that will require the road or lane closures. If construction requires temporary road or lane closures on roads and streets managed by local entities, a traffic management plan shall be prepared and submitted to the relevant county and/or city



public works department or other appropriate department for approval prior to commencement of construction at the site. Encroachment permits would be obtained where applicable.

**UTL MM 1:** In the event groundwater in sufficient quantity is encountered to require dewatering, a discharge permit shall be obtained from the applicable RWQCB prior to construction, and removal or discharge of water would be in accordance with the terms and conditions of the permit.

Site ID	Site Name	In MSI's Contract?	Federal?	New, Existing, or R/R?	Antenna Support Structure Type	Antenna Support Structure Height (feet, AGL)	Construction Days	Ground Disturbance Days	BIO MM 8 Required?	CUL MM 1/2 (Arch) Required?	CUL MM 1 (Native American) Required?	CUL MM 7 Required?	Daily monitoring BIO MM 8	Weekly Monitoring Bio 3, non BIO MM 8 Sites	Weekly Monitoring Bio 3 for BIO MM 8 Sites	BIO MM 17 Raptor Precon Survey	BIO MM 18 Nesting Bird Precon Survey	BIO MM 20 Island Fox Precon Survey	BIO MM 22 Monarch Precon Survey	BIO MM 24 Plants Precon Survey	BIO MM 25 Protected Butterfly Precon Survey	BIO MM 28 Tortoise Precon Survey	Native American Monitoring (CUL MM 1)	Native American spot checking	Archaeo monitoring (CUL MM 1)	Paleo Monitoring (CUL MM 7) Non-federal	Paleo Monitoring (CUL MM 7) Federal (Contingency)	Bio Monitoring Phase 3/4 (BIO MM 28)	Preconstruction Survey for Phase 3/4 (BIO MM 18, 22)	
AGH	Agoura Hills	Y	No	New	Monopole	70	30	15	1	0	1	1	15	0	3	1	1	0	0	1	0	0	0	15	0	0	15	0	0	1
APC	Airport Courthouse	Y	No	Existing	Roof Mount	168	20	10	0	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
BHS	Baldwin Hills	Y	No	New	Lattice Tower	120	40	20	1	0	0	0	20	0	4	0	1	0	0	0	0	0	0	0	4	0	0	0	0	1
BIM	Black Jack Peak	Y	No	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	1	1	1	0	0	1	0	0	20	0	0	0	0	0	1
BKK	BKK Landfill	Y	No	Existing	Lattice Tower	205	20	10	1	0	0	0	10	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
BMT	Bald Mountain	Y	No	Existing	Lattice Tower	154	20	10	0	0	0	0	0	4	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
BUR1	Burnt Peak-1	Y	Yes	New	Lattice Tower	160	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	20	0	0	1
CC8	Compton Court Building	Y	No	Existing	Roof Mount	255	20	10	0	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
CCT	Criminal Court Building	Y	No	Existing	Roof Mount	285	20	10	0	0	1	0	0	4	0	0	0	1	0	0	0	0	10	2	0	0	0	0	0	1
CLM	Claremont	Y	No	Existing	Lattice Tower	170	20	10	0	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
CPK	Castro Peak	Y	No	R/R Existing	Lattice Tower	132	120	60	1	0	0	1	60	0	12	1	1	0	0	1	0	0	0	12	0	60	0	0	0	1
CRN	Cerro Negro	Y	No	New	Lattice Tower	100	40	20	0	0	1	0	0	8	0	0	0	1	0	0	0	0	20	0	0	0	0	0	1	
DPK	Dakin Peak	Y	No	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	1	1	1	0	1	0	0	20	0	0	0	0	0	1	
DPW38	Pump Station 38	Y	No	New	Lattice Tower	180	40	40	1	0	1	0	40	0	0	0	1	0	0	0	0	2	40	0	0	0	0	69	1	
FCCF	Fire Command Center	Y	No	New	Lattice Tower	180	40	20	0	0	0	0	10	8	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
FRP	Frost Peak	Y	Yes	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	1	1	0	0	1	0	0	20	0	0	20	0	0	1	
GMT	Grass Mountain	Y	Yes	New	Lattice Tower	120	40	20	1	0	1	0	20	0	4	1	1	0	0	0	0	0	20	0	0	20	0	0	1	
GRM	Green Mountain	Y	No	New	Lattice Tower	120	40	20	1	0	1	0	20	0	4	0	1	0	0	1	0	0	20	0	0	0	0	0	1	
HPK	Hauser Peak	Y	No	Existing	Lattice Tower	103	20	10	0	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
INDWT	Industry Water Tank	Y	No	New	Lattice Tower	120	40	20	1	0	0	0	20	0	4	1	1	0	0	1	0	0	20	0	20	0	0	0	1	
JKP2	Johnstone Peak	Y	Yes	New	Lattice Tower	150	40	20	1	0	1	0	20	0	4	0	1	0	0	0	1	0	0	20	0	0	20	0	1	
LACF072	FS 72	Y	No	New	Monopole	70	30	15	1	0	1	0	15	0	3	0	1	0	1	1	0	0	15	0	0	0	0	0	2	
LACFDEL	Del Valle	Y	No	New	Lattice Tower	100	40	20	1	0	1	0	20	0	4	0	1	0	0	1	0	0	20	0	0	0	0	0	1	
LAN	Lancaster Sheriff's Station	Y	No	Existing	Lattice Tower	150	20	10	0	0	0	0	0	4	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
LARICSHQ	LARICS Headquarters	Y	No	Existing	Roof Mount	31	20	10	0	0	0	1	0	4	0	0	0	1	0	0	0	0	0	0	10	0	0	0	1	
LASDTEM	Temple	Y	No	Existing	Monopole	70	20	10	0	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
LDWP243	Aqueduct Cascades	Y	No	Existing	Monopole	70	20	10	1	0	0	0	10	0	2	0	1	0	0	0	1	0	0	0	0	0	0	0	1	
LEPS	Lower Encinal Pump Station	Y	No	New	Monopole	28	30	15	1	0	1	1	15	0	3	0	1	0	1	1	0	0	15	0	0	15	0	0	2	
LPC	Loop Canyon	Y	Yes	New	Lattice Tower	120	40	20	1	1	1	0	20	0	4	0	1	0	0	1	0	0	20	0	20	0	0	0	1	
MDI	Mount Disappointment	Y	Yes	New	Lattice Tower	100	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	20	0	1	
MIR	Mirador	Y	No	Existing	Lattice Tower	80	20	10	0	0	1	0	0	4	0	0	0	1	0	0	0	0	10	0	0	0	0	0	1	
MLM	Mira Loma Detention Ctr	Y	No	Existing	Lattice Tower	180	20	10	0	0	1	0	0	4	0	0	0	1	0	0	0	0	10	0	0	0	0	0	1	
MMC	Mount McDill	Y	No	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	0	0	1	
MML	Magic Mountain Link	Y	Yes	New	Lattice Tower	100	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	20	0	1	
MTL2	Mount Lukens-2	Y	Yes	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	1	1	0	0	1	0	0	20	0	0	20	0	0	1	
MVS	Monte Vista (Star Center)	Y	No	R/R Existing	Lattice Tower	120	120	60	0	0	0	0	0	12	0	0	0	1	0	0	0	0	0	12	0	0	0	0	0	1
OAT	Oat Mountain	Y	No	Existing	Lattice Tower	150	20	10	1	0	1	1	10	0	2	1	1	0	0	0	0	0	10	0	0	10	0	0	1	
ONK	Oat Mountain Nike	Y	No	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	1	1	0	0	0	0	0	20	0	0	0	0	0	1	
PHN	Puente Hills	Y	No	Existing	Lattice Tower	150	20	10	1	0	0	1	10	0	2	0	1	0	0	1	0	0	0	0	10	0	0	0	2	
PLM	Palmdale	Y	No	Existing	Lattice Tower	120	20	10	0	0	1	0	15	0	4	0	0	1	0	0	0	0	10	0	0	0	0	0	1	
PMT	Pine Mountain	Y	Yes	New	Lattice Tower	120	40	20	1	0	1	0	20	0	4	0	0	1	0	0	1	0	20	0	0	1	20	0	1	
POM	Pomona Courthouse	Y	No	Existing	Roof Mount	114	20	10	0	0	1	0	0	4	0	0	0	1	0	0	0	0	10	0	0	0	0	0	1	
PRG	Portal Ridge	Y	Yes	New	Lattice Tower	120	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	20	0	1	
RHT	Rolling Hills Transmit	Y	No	New	Lattice Tower	150	40	20	1	0	1	0	20	0	4	0	1	0	0	0	1	0	20	0	0	0	0	0	1	
RIH	Rio Hondo	Y	No	New	Lattice Tower	150	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	0	0	1	
RPV1	Rancho Palos Verdes	Y	No	New	Monopole	70	30	15	1	1	1	0	15	0	3	0	1	0	0	0	1	0	15	0	15	0	0	0	1	
SDV	San Dimas	Y	No	New	Lattice Tower	110	40	20	1	0	0	1	20	0	4	0	1	0	0	0	0	0	0	4	0	20	0	0	1	
SGH	Signal Hill	Y	No	Existing	Lattice Tower	166	20	10	1	0	0	1	10	0	2	0	1	0	0	0	0	0	0	2	0	10	0	0	1	
SPH	San Pedro Hill	Y	Yes	New	Lattice Tower	50	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	20	0	1	
SPN	Saddle Peak	Y	No	New	Lattice Tower	18	40	20	1	0	1	1	20	0	4	1	1	0	0	1	0	0	20	0	0	20	0	0	1	
SUN	Sunset Ridge	Y	Yes	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	20	0	1	
TOP	Topanga Peak	Y	No	R/R Existing	Lattice Tower	90	120	60	1	1	1	1	60	0	12	1	1	0	1	1	0	0	60	0	60	0	0	0	2	
TPK	Tajon Peak	Y	No	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	1	1	0	1	0	0	0	20	0	0	0	0	0	1	
TWR	Tower Peak	Y	No	New	Lattice Tower	150	40	20	1	0	1	0	20	0	4	1	1	1	1	0	1	0	20	0	0	0	0	0	1	
UCLA	UCLA (Factor Building)	Y	No	Existing	Roof Mount	207	20	10	0	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
UNIV	Universal Studios	Y	No	Existing	Roof Mount	482	20	10	0	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
VPK	Verdugo Peak (County)	Y	No	New	Lattice Tower	180	40	20	1	0	1	0	20	0	4	1	1	0	0	1	0	0	20	0	0	0	0	0	1	
WMP	Whitaker Middle Peak	Y	Yes	New	Lattice Tower	140	40	20	1	0	1	0	20	0	4	0	1	0	0	0	0	0	20	0	0	0	20	0	1	
WTR	Whitaker Ridge	Y	Yes	New	Lattice Tower	140	40	20	1	0	1	0	20	0	4	1	1	0	0	1	0	0	20	0	0	0	20	0	1	
WWY	Winding Way	Y	No	New	Monopole	18	30	15	1	0	1	0	15	0	3	0	1	0	0	1	0	0	15	0	0	0	0	0	1	
Units							2190	1115	42	3	40	10	865	8																

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 (Note 1)	\$ -	\$ 43,491,414	\$ 3,126,924	\$ 40,364,490
Phase 2	\$ -	\$ 43,944,334	\$ 4,285,043	\$ 39,659,291
Phase 3	\$ -	\$ 62,852,641	\$ 5,194,200	\$ 57,658,441
Phase 4	\$ -	\$ 28,832,635	\$ 2,819,892	\$ 26,012,744
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 179,121,025	\$ 15,426,059	\$ 163,694,965
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 179,121,025	\$ 15,426,059	\$ 219,593,483
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
LMR Mitigation Monitoring and Reporting Plan	\$ 2,912,356			
SUBTOTAL	\$ 133,465,312	\$ 179,121,025	\$ 22,891,503	\$ 286,782,477
TOTAL CONTRACT SUM:	\$179,121,025			
LMR Discounts (Note 2)	-\$16,424,696			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$296,161,640			
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).				
Note 2: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.				

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
A.1.1		Project Management Staffing Plan Delivered	-	-	Included	\$ -	\$ -
A.1.2		Overview and Scope Delivered	-	-	Included	\$ -	\$ -
A.1.3		Communications Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.4		Initial Integrated Master Schedule Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1.5		Documentation Plan Delivered	-	-	Included	\$ -	\$ -
A.1.6		Quality Control Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.7		Change Order/Change Management Plan Delivered	-	-	Included	\$ -	\$ -
A.1.8		Initial Risk Management Plan Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1		Project Management Plan - Final	-	-	\$ 112,055	\$ 11,206	\$ 100,850
B.1.6		FCC License and Application Forms	-	-	Included	\$ -	\$ -
B.1.12		Coverage Modeling Tool and Training	-	-	Included	\$ -	\$ -
B.1.14.1		Detailed Project Description - 50% of sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.1		Detailed Project Description - Final 50% of Sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.2		RF Emission Safety Report Delivered	-	-	Included	\$ -	\$ -
B.1.14.3.3.29.1		DTVRS Design – Digital Trunked Voice Radio Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.1		80% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 1,965,745		\$ 1,965,745
B.1.14.3.3.29.1		20% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 491,436	\$ 245,718	\$ 245,718
B.1.14.3.3.29.2		ACVRS Design – Analog Conventional Voice Radio Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.2		80% ACVRS Design – Analog Conventional Voice Radio Subsystem	-	-	\$ 446,491		\$ 446,491
B.1.14.3.3.29.2		20% ACVRS Design – Analog Conventional Voice Radio Subsystem	-	-	\$ 111,623	\$ 55,811	\$ 55,812
B.1.14.3.3.29.3		LARTCS Design – Los Angeles Regional Tactical Communications Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.3		80% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 486,144		\$ 486,144
B.1.14.3.3.29.3		20% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 121,535	\$ 60,768	\$ 60,767
B.1.14.3.3.29.4		NMDN Design – Narrowband Mobile Data Network	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.4		80% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 113,646		\$ 113,646
B.1.14.3.3.29.4		20% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 28,412	\$ 14,206	\$ 14,206
B.1.14.3.3.29.5		Consoles Design	-	-	Included		
B.1.14.3.3.29.6		Logging Recorder Description	-	-	Included		
B.1.14.3.3.29.7		Site Interconnection/Backhaul Subsystem Description:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.7		80% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 170,323		\$ 170,323
B.1.14.3.3.29.7		20% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 42,581	\$ 21,290	\$ 21,291
B.1.14.3.3.29.8		System Management and Monitoring Subsystem Description	-	-	Included		
B.1.14.3.3.29.9		Inventory and Maintenance Tracking Subsystem Description	-	-	Included		
B.1.14.3		LMR Final System Design Approval <sup>(Note 1)</sup>	-	-	\$ 757,702	\$ 75,770	\$ 681,932
B.1.15		Inventory and Maintenance Tracking Subsystem	-	-	\$ 974,026	\$ 97,403	\$ 876,623
		Project Management for Phase 1 – System Design Monthly Reports	-	-	Included	\$ -	\$ -
Base.22.3.2		Performance Bond for Phase 1 – System Design	-	-	\$ 29,774	\$ -	\$ 29,774
		Total Lease Costs for Phase 1 – System Design	-	-	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	-	-	\$ 527,500	\$ -	\$ 527,500
<b>LMR SYSTEM SITES</b>							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site <sup>(Note 2)</sup>	-	-	\$ -	\$ -	\$ -
B.1.14.5	BAH	Baldwin Hills	-	-	\$ (3)	\$ (0)	\$ (3)
B.1.14.5	BJM	Black Jack Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BMT	Bald Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BRK	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.5	BUR	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.5	CCB	Compton Court Building	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.5	CLM	Claremont	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CPK	Castro Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPK	Dakin Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ELSGDDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.5	ENC1	Encinal 1 (Fire Camp)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GRM	Green Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	HPK	Hauser Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	JPk	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF072	FS 72	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF119	FS 119	-	-	\$ -	\$ -	\$ -



## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	LACF144	FS 144-	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF149	FS 149-	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF196	FS 169-	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAH	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.5	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MAM	Magic Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	MDI	Mount Disappointment	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLE	Mount Lee	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLM	Mira Loma Facility	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MMC	Mount McDill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.5	MVS	Monte Vista (Star Center)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	OAT	Oat Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ONK	Oat Mountain Nike	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PHN	Puente Hills	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PRG	Portal Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.5	RDNBPD	Redondo Beach PD	-	\$ -	\$ -	\$ -	\$ -
B.1.14.5	RHT	Rolling Hills Transmit	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RIH	Rio Hondo	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.5	SDW	San Dimas	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SGH	Signal Hill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.5	SPN	Saddle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SUN	Sunset Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.5	TOP	Topanga Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TPK	Tejon Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TWR	Tower Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.5	WMP	Whittaker Middle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WS1	100 Wilshire	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WTR	Whittaker Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.5	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.5	FCCF	L.A. County Fire Command	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
B.1.14.6		Permit Approval by Site (Note 2)	-	-	\$ -	\$ -	\$ -
B.1.14.6	BAH	Baldwin Hills	-	-	\$ -	\$ -	\$ -
B.1.14.6	BJM	Black Jack Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BMT	Bald Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BUR	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.6	BRK	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.6	CCB	Compton Court Building	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.6	CLM	Claremont	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CPK	Castro Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPK	Dakin Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.6	ENC1	Encinal 1 (Fire Camp)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GRM	Green Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	HPK	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	JPK	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF056	FS 56-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF071	FS 71-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF072	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LACF077	FS 77-	-	-	\$ -	\$ -	\$ -

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	LACF084	FS 84-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF091	FS 91-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF099	FS 99-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF0149	FS 149-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF144	FS 144-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF149	FS 149-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF157	FS 157-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF169	FS 169-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAHE	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.6	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	MDI	Mount Disappointment	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLE	Mount Lee	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLM	Mira Loma Facility	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MMC	Mount McDill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6	MVS	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	OAT	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ONK	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PHN	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PRG	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.6	RDNBPD	Redondo Beach PD	-	\$ -	\$ -	\$ -	\$ -
B.1.14.6	RHT	Rolling Hills Transmit	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RIH	Rio Hondo	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.6	SDW	San Dimas	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SGH	Signal Hill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.6	SPN	Saddle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SUN	Sunset Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.6	TOP	Topanga Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TPK	Tejon Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TWR	Tower Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.6	WMP	Whittaker Middle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WS1	100 Wilshire	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WTR	Whittaker Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.6	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.6	FCCF	L.A. County Fire Command	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
Subtotal for Phase 1:			\$ -	\$ -	\$ 9,753,488	\$ 919,621	\$ 8,833,867
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 10)							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site					
B.1.14.5	APC	Airport Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BHCCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.5	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.5	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.5	OLI	Olinda			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6		Permit Approval by Site					
B.1.14.6	APC	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BHCCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.6	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.6	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.6	OLI	Olinda			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 16)							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site					

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	AGH	Agoura Hills			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CCT	Criminal Court (Foltz)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CRN	Cerro Negro			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	FRP	Frost Peak (Upper Blue Ridge)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GMT	Grass Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	H17A	H-17 Helipad			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LPC	Loop Canyon			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LEPS	Lower Encinal Pump Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MIR	Mirador			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MML	Magic Mountain Link			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL2	Mount Lukens 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PDC	Pacific Design Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PLM	Los Angeles County Palmdale Sheriff Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PMT	Pine Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PWT	Portshead Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPK	Verdugo Peak County			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6 Permit Approval by Site</b>							
B.1.14.6	AGH	Agoura Hills			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CCT	Criminal Court (Foltz)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CRN	Cerro Negro			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	FRP	Frost Peak (Upper Blue Ridge)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GMT	Grass Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	H17A	H-17 Helipad			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LPC	Loop Canyon			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LEPS	Lower Encinal Pump Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MIR	Mirador			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MML	Magic Mountain Link			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL2	Mount Lukens 2			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PDC	Pacific Design Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PLM	Los Angeles County Palmdale Sheriff Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PMT	Pine Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PWT	Portshead Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPK	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 16)</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 161,789</b>	<b>\$ 16,179</b>	<b>\$ 145,610</b>
<b>LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 17)</b>							
<b>B.1.14.5 Site Design Review Packages 75% Zoning Submittal by Site</b>							
B.1.14.5	BUR1	Burnt Peak 1			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LARICSHQ	LA-RICS Headquarters			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6 Permit Approval by Site</b>							
B.1.14.6	BUR1	Burnt Peak 1			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LARICSHQ	LA-RICS Headquarters			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 17)</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,034</b>	<b>\$ 1,903</b>	<b>\$ 17,131</b>
<b>LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 18)</b>							
<b>B.1.14.5 Site Design Review Packages 75% Zoning Submittal by Site</b>							
B.1.14.5	BHS	Baldwin Hills County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BKK	BKK Landfill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPW38	Los Angeles County Department of Public Works Pump Station 38			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	POM	Pomona Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPV1	Rancho Palos Verdes			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SMMC	Santa Monica/UCLA Medical Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	UCLA	UCLA (Factor Building)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WWY	Winding Way			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6 Permit Approval by Site</b>							
B.1.14.6	BHS	Baldwin Hills County			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BKK	BKK Landfill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPW38	Los Angeles County DPW Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	POM	Pomona Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPV1	Rancho Palos Verdes			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SMMC	Santa Monica/UCLA Medical Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UCLA	UCLA (Factor Building)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WWY	Winding Way			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 18)</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 76,136</b>	<b>\$ 7,614</b>	<b>\$ 68,522</b>
<b>LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 21)</b>							
<b>B.1.14.5 Site Design Review Packages 75% Zoning Submittal by Site</b>							
B.1.14.5	JPK2	Johnstone Peak - 2			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6 Permit Approval by Site</b>							

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	JPK2	Johnstone Peak - 2			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Site (Amendment No. 21)</b>			\$ -	\$ -	\$ 9,517	\$ 952	\$ 8,565
<b>LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 23)</b>							
B.1.14.5	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	IND	Industry Water Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPH	San Pedro Hill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	UNIV	Universal Studios			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAN	Lancaster			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	<b>Permit Approval by Site</b>						
B.1.14.6	IND	Industry Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPH	San Pedro Hill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UNIV	Universal Studios			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAN	Lancaster			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Site (Amendment No. 21)</b>			\$ -	\$ -	\$ 38,068	\$ 3,807	\$ 34,261
<b>CORE 1 AND REPEATER SITES (AMENDMENT NO. 3)</b>							
B.1.14.6		Core 1 Hardware and Software	-	-	\$ 11,645,162	\$ 1,164,516	\$ 10,480,646
		Core T1 Interface Equipment	-	-	\$ 49,878	\$ 4,988	\$ 44,890
		NMS AC Power	-	-	\$ 1,308	\$ 131	\$ 1,177
		FCC License Application Preparation	-	-	\$ 7,500	\$ 750	\$ 6,750
		Remote Site AC Power	-	-	\$ 7,848	\$ 785	\$ 7,063
B.3.2 to B.3.6		Five DTVRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$ 114,476	\$ 1,030,282
B.3.2 to B.3.6		Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites	-	-	\$ 404,440	\$ 40,444	\$ 363,996
B.3.2 to B.3.6		Three MCC 7500 Consoles for DTVRS	-	-	\$ 197,074	\$ 19,707	\$ 177,367
C.14		Portable Radio Upgrade Kits (2009 UASI Funds)	-	-	\$ 65,800	\$ 6,580	\$ 59,220
C.14		Portable Radio Upgrade Kits (2010 UASI Funds)	-	-	\$ 296,100	\$ 29,610	\$ 266,490
B.4.2.3		Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites	-	-	\$ 463,818	\$ 46,382	\$ 417,436
Base.22.3.2		Performance Bond for Core 1 and Repeater Sites	-	-	\$ 89,801	\$ -	\$ 89,801
<b>Subtotal for Core 1 and Repeater Sites:</b>			\$ -	\$ -	\$ 14,373,487	\$ 1,428,369	\$ 12,945,118
<b>CORE 2 (AMENDMENT NO. 3)</b>							
B.3.2 to B.3.6		Core 2 Hardware	-	-	\$ 3,650,360	\$ 365,036	\$ 3,285,324
B.4.2.3		Installation, Optimization, Staging and Testing for Core 2	-	-	\$ 301,757	\$ 30,176	\$ 271,581
Base.22.3.2		Performance Bond for Core 2	-	-	\$ 24,663	\$ -	\$ 24,663
<b>LAPDVDC Uninterruptible Power Supply (UPS)</b>							
		Eaton 9130 2000 Rackmount; 120V, 50/60Hz; 2000VA/1800W	-	-	\$ 27,101	\$ 2,710	\$ 24,391
		Eaton 9130 2000/30000 EBM Rack	-	-	\$ 12,152	\$ 1,215	\$ 10,937
		Two-Post Rack Mounting Rail Kit	-	-	\$ 3,052	\$ 305	\$ 2,747
		Racks 7.5 Foot	-	-	\$ 863	\$ 86	\$ 777
		MSI Design and Implementation Services	-	-	\$ 24,978	\$ 2,498	\$ 22,480
<b>Subtotal for Core 2 and LAPDVDC UPS:</b>			\$ -	\$ -	\$ 4,044,926	\$ 402,026	\$ 3,642,900
<b>CORE 2 RELOCATION (AMENDMENT NO. 16)</b>							
		Removal and Relocation of Core 2 from LAPDVDC to PLM			\$ 499,912		\$ 499,912
<b>Subtotal for Core 2 Relocation:</b>					\$ 499,912	\$ -	\$ 499,912
<b>SYSTEM ON WHEELS (AMENDMENT NO. 3)</b>							
		System on Wheels (SOW)	-	-	\$ -	\$ -	\$ -
		SOW - 95' MAST, 8' X 16' WALK-IN SHELTER	-	-	\$ 468,439	\$ 46,844	\$ 421,595
		DTVRS - ASTRO Site Repeaters (ASR)	-	-	\$ 408,816	\$ 40,882	\$ 367,934
		Core Licenses for 700/UHF ASR Sites	-	-	\$ 127,748	\$ 12,775	\$ 114,973
		Mobile Meshed VSAT Satellite System & Installation	-	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	-	-	\$ 81,116	\$ 8,112	\$ 73,004
Base.22.3.2		Performance Bond for SOW	-	-	\$ 6,345	\$ -	\$ 6,345
<b>Subtotal for System on Wheels:</b>			\$ -	\$ -	\$ 1,218,697	\$ 121,235	\$ 1,097,462
<b>STATION B EQUIPMENT (AMENDMENT NO. 4)</b>							
		DTVRS - ASTRO Site Repeaters (ASR):	\$ -	-	\$ 585,803	\$ 58,580	\$ 527,223
		700 MHz ASR - 6 Channel (Phase 1/Phase 2)	\$ -	-	\$ -	\$ -	\$ -
		UHF ASR - 11 Channel (Phase 1/Phase 2)	\$ -	-	\$ -	\$ -	\$ -
		Core License Upgrades for ASR Sites	\$ -	-	\$ 149,548	\$ 14,955	\$ 134,593
		MOTOBIDGE GX Communication Gateway	\$ -	-	\$ 174,329	\$ 17,433	\$ 156,896
		Point-To-Point 4.9 GHz Backhaul	\$ -	-	\$ 26,748	\$ 2,675	\$ 24,073
		Mobile Meshed VSAT Satellite System & Installation	\$ -	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	\$ -	-	\$ 99,820	\$ 9,982	\$ 89,838
Base.22.3.2		Performance Bond for Station B Equipment	\$ -	-	\$ 6,566	\$ -	\$ 6,566
<b>Subtotal for Station B Equipment:</b>			\$ -	\$ -	\$ 1,169,047	\$ 116,248	\$ 1,052,799
<b>PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1 (AMENDMENT NO. 2)</b>							
B.1.14.1		Detailed Project Description for Bounded Area Coverage at the following Sites: (Note 4)					
		Century Plaza	-	-	\$ 9,674	\$ 967	\$ 8,707



## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
		LAC/HARBOR+UCLA MEDICAL CENTER	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS30	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 51	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 151	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 164	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 173	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 005	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 079	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 084	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 088	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 095	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Carson	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		San Pedro City Hall	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		West Hollywood Sheriff Station	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Bounded Area Coverage Project Descriptions:</b>			\$ -	\$ -	\$ 173,110	\$ 17,311	\$ 155,799
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES (AMENDMENT NO. 9)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Sites as follows:					
		Airport Courthouse (APC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Hills' Coldwater Canyon Park (BHCCPRK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Glen, Alternate Location (BVG-A)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Cerro Negro (CRN)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		LA City Hall East (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Loop Canyon (LPC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Lower Encinal Pump Station (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mirador (MIR)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Point Vicente (PVC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Porthead Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Westlake City Hall (WLK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Inglewood County Courthouse (ICC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pacific Design Center (PDC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Simpsons' Building (SIM)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Burnt Peak-3 (BUR3)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Frost Peak (Upper Blue Ridge) (FRP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Grass Mountain (GMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Johnstone Peak (JPK-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Josephine Peak (JOP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Magic Mountain (MML)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mount Lukens-2 (MTL2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pine Mountain (PMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Sunset Ridge-2 (SUN-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Helipad 69 Bravo (BRV)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Philip Water Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Nicholas Canyon Water Tower (NCWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			\$ -	\$ -	\$ 303,524	\$ 30,352	\$ 273,172
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 10)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Agoura Hills (AGH)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			\$ -	\$ -	\$ 11,674	\$ 1,167	\$ 10,507
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 11)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Olinda	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		H-17A	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			\$ -	\$ -	\$ 23,348	\$ 2,335	\$ 21,013
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 15)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
B.1.14.1	BHS	Baldwin Hills County			\$ 11,674	\$ 1,167	\$ 10,507
<del>B.1.14.1</del>		<del>Baldwin Hills - LA-RICS</del>			<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.1.14.1	BKK	BKK Landfill			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	CCT	Criminal Court (Foltz)			\$ 11,674	\$ 1,167	\$ 10,507
<del>B.1.14.1</del>	LASDTEM	<del>Los Angeles County Sheriff Temple Station</del>			<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.1	DPW38	Los Angeles County Department of Public Works Pump Station 38			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	PLM	Los Angeles County Palmdale Sheriff Station			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	POM	Pomona Courthouse			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	SPH	San Pedro Hill County			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	UNIV	University of California Los Angeles			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	VPK	Verdugo Peak			\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			\$ -	\$ -	\$ 105,066	\$ 10,507	\$ 94,559
<b>PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)</b>							
		LACFI34			\$ -	\$ -	\$ -
<b>Total for System Redesign:</b>			\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROJECT DESCRIPTION WORK (AMENDMENT NO. 18)</b>							
	RPV1	Rancho Palos Verdes			\$ 11,674	\$ 1,167	\$ 10,507
	SMMC	Santa Monica/UCLA Medical Center			\$ -	\$ -	\$ -
	UCLA	UCLA (Factor Building)			\$ -	\$ -	\$ -
	WWY	Winding Way			\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Description Work:</b>					\$ 23,348	\$ 2,335	\$ 21,013
<b>LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)</b>							
		License Coordination Fees	-	-	\$ 20,240	\$ -	\$ 20,240
<b>Total for License Coordination Fees:</b>			\$ -	\$ -	\$ 20,240	\$ -	\$ 20,240
<b>PORTABLE RADIO EQUIPMENT, CONSOLETTES, &amp; CONSOLES (AMENDMENT NO. 7)</b>							
		APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown	-	-	\$ 4,459,044	\$ -	\$ 4,459,044
		Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE)	-	-	\$ 113,400	\$ -	\$ 113,400
		APX Console/Console 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.	-	-	\$ 216,215	\$ -	\$ 216,215
		Subscriber Maintenance for 20 APX7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LITE)	-	-	\$ 5,724	\$ -	\$ 5,724
		Subscriber Maintenance for 10 APX 7500 Consolettes Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$954 per year) (Service from the Start - LITE)	-	-	\$ 2,862	\$ -	\$ 2,862
		MC7500 Console - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 354,313	\$ -	\$ 354,313
		Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 25,493	\$ -	\$ 25,493
<b>Total for Portable Radio Equipment, Consolettes, &amp; Consoles:</b>			\$ -	\$ -	\$ 5,177,051	\$ -	\$ 5,177,051
<b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8)</b>							
		APX 7000XE Portable Radios (400 Dual Band with UHF and 700 MHz Enabled and 54 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 454) and Radio Accessories - Refer to Amendment 8, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 3,571,755	\$ -	\$ 3,571,755
		Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year)	-	-	\$ 85,806	\$ -	\$ 85,806
		Performance Bond for Portable Radio Equipment	-	-	\$ 13,445	\$ -	\$ 13,445
<b>Total for Portable Radio Equipment:</b>			\$ -	\$ -	\$ 3,671,006	\$ -	\$ 3,671,006
<b>POWER LOAD STUDY COSTS (AMENDMENT NO. 10)</b>							
2.2.16		Power Load Study Cost(s)					
		Airport Courthouse (APC)			\$ 8,425	\$ -	\$ 8,425
		Inglewood Courthouse (ICC)			\$ 8,425	\$ -	\$ 8,425
<b>Total for Power Load Study Costs:</b>			\$ -	\$ -	\$ 16,850	\$ -	\$ 16,850
<b>FCC LICENSING (AMENDMENT NO. 12)</b>							
B.1.6		FCC Licensing - Frequency Planning	-	-	\$ 284,041	\$ 28,404	\$ 255,637
		Licensing all LMR Subsystem Frequencies at all LMR Subsystem Sites	-	-	\$ 51,348	\$ 5,135	\$ 46,213
		RF Engineering Services	-	-	\$ 73,728	\$ 7,373	\$ 66,355
		Project Management Services for FCC Licensing	-	-	\$ 14,000	\$ 1,400	\$ 12,600
<b>Total for FCC Licensing:</b>			-	-	\$ 423,117	\$ 42,312	\$ 380,805
<b>SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)</b>							
		SOW	-	-	\$ 57,720	\$ -	\$ 57,720
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -
		Satellite Terminal	-	-	\$ -	\$ -	\$ -

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Station B	-	-	\$ 44,853	\$ -	\$ 44,853
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -
		Trailer	-	-	\$ -	\$ -	\$ -
		Satellite Terminal	-	-	\$ -	\$ -	\$ -
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Early Equipment Shipment	-	-	\$ 351,772	\$ -	\$ 351,772
		Core 1 & Repeater Sites	-	-	\$ -	\$ -	\$ -
		Core 2 Equipment	-	-	\$ 189,992	\$ -	\$ 189,992
Base.22.3.2		Performance Bond for Specified Equipment Bridge Warranty	-	-	\$ 3,196	\$ -	\$ 3,196
<b>Total for Specified Equipment Bridge Warranty:</b>			-	-	\$ 647,533	\$ -	\$ 647,533
<b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 12)</b>							
		APX 7000XE Portable Radios (40 Dual Band with UHF and 700 MHz Enabled ) (Total Quantity 40) and Radio Accessories - Refer to Amendment 7, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 333,005	\$ -	\$ 333,005
		Subscriber Maintenance for 40 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$2,520 per year) (Service from the Start - LITE)	-	-	\$ 7,560	\$ -	\$ 7,560
		APX 7500 Console and (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 4) and Remote Control HD/CHIB Replacement - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 36,732	\$ -	\$ 36,732
		APX 7500 Control Station (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 1) - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 7,506	\$ -	\$ 7,506
		Subscriber Maintenance for 4 APX 7500 Consoles and 1 APX 7500 Control Station Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$477 per year) (Service from the Start - LITE)	-	-	\$ 1,431	\$ -	\$ 1,431
<b>Total for Portable Radio Equipment</b>					\$ 386,234		\$ 386,234
<b>LEASE EXHIBIT (AMENDMENT NO. 13)</b>							
		Baldwin Hills			\$ -	\$ -	\$ -
		Black Jack Peak			\$ -	\$ -	\$ -
		Bald Mountain			\$ -	\$ -	\$ -
		Compton Court Building			\$ -	\$ -	\$ -
		Claremont			\$ -	\$ -	\$ -
		Castro Peak			\$ -	\$ -	\$ -
		Dakin Peak			\$ -	\$ -	\$ -
		Encinal 1 (Fire Camp)			\$ -	\$ -	\$ -
		L.A. County Fire Command			\$ -	\$ -	\$ -
		Green Mountain			\$ -	\$ -	\$ -
		Hauser Peak			\$ -	\$ -	\$ -
		Mira Loma Facility			\$ -	\$ -	\$ -
		Mount McDill			\$ -	\$ -	\$ -
		Monte Vista (Star Center)			\$ -	\$ -	\$ -
		Oat Mountain			\$ -	\$ -	\$ -
		Oat Mountain Nike			\$ -	\$ -	\$ -
		Puente Hills			\$ -	\$ -	\$ -
		Pomona 1620 Hillcrest			\$ -	\$ -	\$ -
		Rolling Hills Transmit			\$ -	\$ -	\$ -
		Rio Hondo			\$ -	\$ -	\$ -
		San Dimas			\$ -	\$ -	\$ -
		Signal Hill			\$ -	\$ -	\$ -
		Saddle Peak			\$ -	\$ -	\$ -
		Topanga Peak			\$ -	\$ -	\$ -
		Tejon Peak			\$ -	\$ -	\$ -
		Tower Peak			\$ -	\$ -	\$ -
		100 Wilshire			\$ -	\$ -	\$ -
		Airport Courthouse			\$ -	\$ -	\$ -
		Olinda			\$ -	\$ -	\$ -
<b>Total for Lease Exhibit</b>					\$ -	\$ -	\$ -

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8, 9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>STATION B &amp; SOW REPROGRAMMING (AMENDMENT NO. 14)</b>							
		Equipment			\$ 15,260		\$ 15,260
		MSI Design and Implementation Services			\$ 43,848		\$ 43,848
		Special Temporary Authority			\$ 5,148		\$ 5,148
		<b>Total for Station B &amp; Sow Reprogramming</b>			<b>\$ 64,256</b>	<b>\$ -</b>	<b>\$ 64,256</b>
<b>SYSTEM REDESIGN (AMENDMENT NO. 16)</b>							
		LMR System Redesign			\$ 1,054,440	\$ -	\$ 1,054,440
		<b>Total for System Redesign:</b>			<b>\$ 1,054,440</b>	<b>\$ -</b>	<b>\$ 1,054,440</b>
<b>3D MODELING (AMENDMENT NO. 20)</b>							
		3D Modeling			\$ 6,534	\$ 653	\$ 5,881
		<b>Total for Phase 3 Credits:</b>			<b>\$ 6,534</b>	<b>\$ 653</b>	<b>\$ 5,881</b>
<b>ADAPTERS FOR DISPATCHER HEADSETS FOR COMPATABILITY WITH CONSOLETES (AMENDMENT NO. 23)</b>							
		Adapters for Dispatcher Headsets for Compatability with Consolette Desk Radios (6 at \$158 Each)			\$ 948	\$ 95	\$ 853
		<b>Total for Adapters for Dispatcher Headset for Compatability with Consolette Desk Radios:</b>			<b>\$ 948</b>	<b>\$ 95</b>	<b>\$ 853</b>
<b>Total for Phase 1 - System Design</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43,491,414</b>	<b>\$ 3,126,924</b>	<b>\$ 40,364,490</b>

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

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

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

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

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

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

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

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

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

Note 9: Pursuant to Amendment No. Seven, effective as of May 8, 2014, Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios, radio accessories, consolettes, and consoles. In connection therewith, a Unilateral Option Sum in the amount of \$5,177,051 was added to Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Seven, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

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

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

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

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

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

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

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



## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3,4,5,6,7,8,9, 10,12,13,14)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
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Note 17: Pursuant to Amendment No. Fifteen effective December 22, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 15 to reflect Project Description Work for eleven (11) potential sites, for a total cost of \$128,414.

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

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

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

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

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS

### PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.2.2</b>		<b>Site Construction</b>							
<del>B.2.2</del>	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ -	\$ 1,146,012	\$ 114,601	\$ 1,031,411
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
<del>B.2.2</del>	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ -	\$ 7,780	\$ 778	\$ 7,002
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ -	\$ 620,065	\$ 62,006	\$ 558,058
<del>B.2.2</del>	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ -	\$ 469,641	\$ 46,964	\$ 422,677
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
<del>B.2.2</del>	JPK	Johnstone Peak		\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 0
<del>B.2.2</del>	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72				\$ -	\$ 524,184	\$ 52,418	\$ 471,766
<del>B.2.2</del>	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
<del>B.2.2</del>	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ -	\$ 536,490	\$ 53,649	\$ 482,841
<del>B.2.2</del>	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
<del>B.2.2</del>	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ -	\$ 770,946	\$ 77,095	\$ 693,851
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
<del>B.2.2</del>	MMC	Mount McDill		\$ -	\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
<del>B.2.2</del>	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
<del>B.2.2</del>	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ -	\$ 544,369	\$ 54,437	\$ 489,932
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ -	\$ 739,261	\$ 73,926	\$ 665,335
<del>B.2.2</del>	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	<del>RDNBPD</del>	<del>Redondo Beach PD</del>		<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
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
<del>B.2.2</del>	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	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
<del>B.2.2</del>	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
<del>B.2.2</del>	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## 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	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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ -	\$ 591,434	\$ 59,143	\$ 532,291
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ 185,718	\$ 18,572	\$ 167,146
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ -	\$ 629,583	\$ 62,958	\$ 566,625
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				\$ -	\$ -	\$ -	\$ 17,998,466	\$ 1,799,847	\$ 16,198,619
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	LACFI36	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		\$ -	\$ -	\$ -	\$ 532,096	\$ 53,210	\$ 478,886
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ -	\$ 720,568	\$ 72,057	\$ 648,511
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ -	\$ 557,562	\$ 55,756	\$ 501,806
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ -	\$ 760,736	\$ 76,074	\$ 684,662
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		\$ -	\$ -	\$ -	\$ 27,508	\$ 2,751	\$ 24,757
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ -	\$ 475,498	\$ 47,550	\$ 427,948
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		\$ -	\$ -	\$ -	\$ 758,650	\$ 75,865	\$ 682,785
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ -	\$ 818,220	\$ 81,822	\$ 736,398
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		\$ -	\$ -	\$ -	\$ 212,651	\$ 21,265	\$ 191,386
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ -	\$ 2,027,826	\$ 202,783	\$ 1,825,043
B.2.2	PWT	Porthead Tank		\$ -	\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ -	\$ 12,309,515	\$ 1,230,952	\$ 11,078,564
Base.22.3.2		Project Management	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		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					\$ 8,963,267	\$ 896,327	\$ 8,066,941
ADDITIONAL SITE (AMENDMENT NO. 21)									
B.2.2		Site Construction							
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
ADDITIONAL SITES (AMENDMENT NO. 25)									
B.2.2		Site Construction							
B.2.2	BHS	Baldwin Hills County					\$ 744,255	\$ 74,426	\$ 669,830

## 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	DPW38	Los Angeles County Department of Public Works Pump Station 38					\$ 746,949	\$ 74,695	\$ 672,254
B.2.2	RPV1	Rancho Palos Verde					\$ 344,492	\$ 34,449	\$ 310,043
<b>Subtotal for Additional Site (Amendment No. 25)</b>				\$ -	\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126
<b>ADDITIONAL SITE (AMENDMENT NO. 26)</b>									
B.2.2		<b>Site Construction</b>							
B.2.2	LAN	Lancaster		\$ -	\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
<b>Subtotal for Additional Site (Amendment No. 26)</b>				\$ -	\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
<b>ADDITIONAL SITES (AMENDMENT NO. 27)</b>									
B.2.2		<b>Site Construction</b>							
B.2.2	BKK	BKK Landfill					\$ 313,118	\$ 31,312	\$ 281,806
B.2.2	UCLA	UCLA (Factor Building)					\$ 420,011	\$ 42,001	\$ 378,010
<b>Subtotal for Additional Sites (Amendment No. 27)</b>				\$ -	\$ -	\$ -	\$ 733,129	\$ 73,313	\$ 659,816
<b>Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)</b>				\$ -	\$ -	\$ -	\$ 43,944,334	\$ 4,285,043	\$ 39,659,291

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 utilized in Phase 1. As such, 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 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ -	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ 1,740,531	\$ 174,053	\$ 1,566,478
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ -	\$ 548,134	\$ 318,690	\$ 381,450	\$ 80,765	\$ 51,596	\$ -	\$ 1,380,635	\$ 138,064	\$ 1,242,572
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ -	\$ 483,519	\$ 198,375	\$ 427,810	\$ 80,962	\$ 39,604	\$ -	\$ 1,230,270	\$ 123,027	\$ 1,107,243
B.3.2 to B.3.6	ELSGDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ 241,401	\$ -	\$ 79,902	\$ 45,705	\$ 27,363	\$ -	\$ 394,371	\$ 39,437	\$ 354,934
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ 45,708	\$ 64,130	\$ -	\$ 1,191,740	\$ 119,174	\$ 1,072,566
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ -	\$ 917,311	\$ 145,772	\$ 296,409	\$ 45,509	\$ 46,753	\$ -	\$ 1,451,754	\$ -	\$ 1,451,754
B.3.2 to B.3.6	JKK	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	Los Angeles County Fire Departmental Del Valle Training Camp	\$ -	\$ -	\$ 372,867	\$ 74,338	\$ 85,268	\$ -	\$ 32,590	\$ -	\$ 565,063	\$ 56,506	\$ 508,557
B.3.2 to B.3.6	LAH	LA City Hall <sup>(Note 4)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 431,751	\$ 74,185	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 613,252	\$ -	\$ 613,252
B.3.2 to B.3.6	MAM	Magie Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ -	\$ 548,133	\$ 271,717	\$ 381,450	\$ 80,565	\$ 30,684	\$ -	\$ 1,312,551	\$ 131,255	\$ 1,181,296
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ -	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 1,355,262	\$ 135,526	\$ 1,219,736
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	\$ -	\$ -	\$ 483,224	\$ 146,308	\$ 376,943	\$ 45,189	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## 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 1,11,12,13, 14,15)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ -	\$ 524,294	\$ 95,096	\$ -	\$ 80,245	\$ 30,352	\$ -	\$ 729,986	\$ 72,999	\$ 656,987
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	\$ -	\$ -	\$ 432,751	\$ 146,308	\$ 376,943	\$ 80,245	\$ 27,470	\$ -	\$ 1,063,717	\$ 106,372	\$ 957,345
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ -	\$ 524,774	\$ 365,910	\$ 297,006	\$ 80,565	\$ 32,899	\$ -	\$ 1,301,154	\$ -	\$ 1,301,154
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -		\$ 483,223	\$ 144,298	\$ 299,795	\$ 80,565	\$ 54,116	\$ -	\$ 1,061,999	\$ 106,200	\$ 955,799
B.3.2 to B.3.6	PSH	Pomona 1620 Hillcrest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RDNBPD	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ -	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 1,307,116	\$ 130,712	\$ 1,176,404
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ -	\$ 969,351	\$ 365,666	\$ 79,785	\$ 80,566	\$ 32,596	\$ -	\$ 1,527,962	\$ 152,796	\$ 1,375,166
B.3.2 to B.3.6	RPVE001	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 <sup>(Note 9)</sup>	\$ -	\$ -	\$ 483,224	\$ -	\$ -	\$ -	\$ 42,926	\$ -	\$ 526,150	\$ 52,615	\$ 473,535
B.3.2 to B.3.6	SPC	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak <sup>(Note 9)</sup>	\$ -	\$ -	\$ 548,134	\$ -	\$ 296,341	\$ 45,189	\$ 30,636	\$ -	\$ 920,299	\$ 92,030	\$ 828,270
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ -	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ 793,544	\$ 79,354	\$ 714,189
B.3.2 to B.3.6	SVP	San Vicente Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SWP	Southwest Area Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	TOP	Topanga Peak <sup>(Note 9)</sup>	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ 483,224	\$ 144,298	\$ 211,208	\$ 45,708	\$ 43,043	\$ -	\$ 927,481	\$ 92,748	\$ 834,733
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ -	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ 1,186,760	\$ 118,676	\$ 1,068,084
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whitaker Middle Peak	\$ -		\$ 482,412	\$ 74,451	\$ 85,265	\$ 45,167	\$ 38,076	\$ -	\$ 725,374	\$ 72,537	\$ 652,837
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	\$ -		\$ 482,412	\$ 145,877	\$ 297,675	\$ 45,167	\$ 42,956	\$ -	\$ 1,014,087	\$ 101,409	\$ 912,678
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Equipment Subtotal			\$ -	\$ -	\$ 18,116,303	\$ 5,578,645	\$ 6,753,530	\$ 1,837,409	\$ 1,425,945	\$ -	\$ 33,711,840	\$ 2,730,582	\$ 30,981,258
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 <sup>(Note 4)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ 248,275	\$ 164,079	\$ -	\$ -	\$ 31,324	\$ -	\$ 443,678	\$ 44,368	\$ 399,310
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 425,308	\$ 164,079	\$ -	\$ -	\$ 67,500	\$ -	\$ 656,887	\$ 44,368	\$ 612,519
ADDITIONAL SITES (AMENDMENT NO. 17)													

## 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 1,11,12,13, 14,15)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 88,027	\$ -	\$ 49,600	\$ -	\$ 916,532	\$ 91,653	\$ 824,879
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -		\$ 403,569	\$ 144,298	\$ 296,341	\$ 45,188	\$ 33,298	\$ -	\$ 922,694	\$ 92,269	\$ 830,425
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	\$ -	\$ -	\$ 700,610	\$ 359,241	\$ -	\$ 80,245	\$ 49,600	\$ -	\$ 1,189,696	\$ 118,970	\$ 1,070,726
<b>B.3.2 to B.3.6</b>	<b>FRP</b>	<b>Frost Peak (Upper Blue Ridge)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 404,395</b>	<b>\$ 342,483</b>	<b>\$ 382,524</b>	<b>\$ 80,565</b>	<b>\$ 43,713</b>	<b>\$ -</b>	<b>\$ 1,253,680</b>	<b>\$ 125,368</b>	<b>\$ 1,128,312</b>
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
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	\$ -		\$ 176,493	\$ 74,451	\$ 83,473	\$ -	\$ 105,885	\$ -	\$ 440,302	\$ 44,030	\$ 396,272
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 823,549	\$ 82,355	\$ 741,194
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 862,212	\$ 86,221	\$ 775,991
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -		\$ 404,395	\$ 144,298	\$ 382,884	\$ 80,565	\$ 89,241	\$ -	\$ 1,101,383	\$ 110,138	\$ 991,245
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -		\$ 547,298	\$ 504,306	\$ 299,795	\$ 80,565	\$ 73,460	\$ -	\$ 1,505,422	\$ 150,542	\$ 1,354,880
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329
<b>B.3.2 to B.3.6</b>	<b>PLM</b>	<b>Palmdale Station</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 177,192</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 91,168</b>	<b>\$ -</b>	<b>\$ 672,689</b>	<b>\$ -</b>	<b>\$ 672,689</b>
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	PWT	Portsmouth Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County) <sup>(Note 9)</sup>	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 163,600	\$ 80,565	\$ 49,600	\$ -	\$ 1,072,670	\$ 107,267	\$ 965,403
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ 4,672,958	\$ 2,135,630	\$ 1,696,644	\$ 447,693	\$ 678,595	\$ -	\$ 13,991,429	\$ 1,235,796	\$ 12,755,633
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	JPK2	Johnstone Peak - 2			\$ 403,569	\$ 271,717	\$ 299,795	\$ 80,565	\$ 43,712	\$ -	\$ 1,099,359	\$ 109,936	\$ 989,423
<b>Subtotal for Additional Site (Amendment No. 21)</b>			\$ -	\$ -	\$ 403,569	\$ 271,717	\$ 299,795	\$ 80,565	\$ 43,712	\$ -	\$ 1,099,359	\$ 109,936	\$ 989,423
<b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	BHS	Baldwin Hills County		\$ -	\$ 1,002,901	\$ 163,066	\$ -	\$ 80,245	\$ 79,826	\$ -	\$ 1,326,038	\$ 132,604	\$ 1,193,434
B.3.2 to B.3.6	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ 403,569	\$ 146,308	\$ 297,675	\$ 80,245	\$ 63,231	\$ -	\$ 991,028	\$ 99,103	\$ 891,925
B.3.2 to B.3.6	RPV1	Rancho Palos Verdes		\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 28,417	\$ -	\$ 205,609	\$ 20,561	\$ 185,048
<b>Subtotal for Additional Sites (Amendment No. 25)</b>			\$ -	\$ -	\$ 1,583,662	\$ 309,374	\$ 297,675	\$ 160,490	\$ 28,417	\$ -	\$ 2,522,675	\$ 252,268	\$ 2,270,408
<b>ADDITIONAL SITE (AMENDMENT NO. 26)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	LAN	Lancaster							\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
<b>Subtotal for Additional Site (Amendment No. 26)</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
<b>ADDITIONAL SITES (AMENDMENT NO. 27)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
<b>B.3.2 to B.3.6</b>	<b>BKK</b>	<b>BKK Landfill</b>			\$ 218,743	\$ 35,341	\$ -		\$ 44,353		\$ 298,437	\$ 29,844	\$ 268,593
<b>B.3.2 to B.3.6</b>	<b>UCLA</b>	<b>UCLA (Factor Building)</b>			\$ 240,747				\$ 38,076		\$ 278,823	\$ 27,882	\$ 250,941
<b>Subtotal for Additional Sites (Amendment No. 27)</b>			\$ -	\$ -	\$ 459,490	\$ 35,341	\$ -	\$ -	\$ 82,429	\$ -	\$ 577,260	\$ 57,726	\$ 519,534
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

## 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 1,11,12,13, 14,15)</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.1.6		FCC Licensing <sup>(Note 6)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732
B.3.10.1.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
<b>Total for Phase 3 - Supply LMR System Components:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,661,290</b>	<b>\$ 8,494,786</b>	<b>\$ 9,047,644</b>	<b>\$ 2,526,157</b>	<b>\$ 2,326,598</b>	<b>\$ -</b>	<b>\$ 62,852,641</b>	<b>\$ 5,194,200</b>	<b>\$ 57,658,441</b>

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

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

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

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

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

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

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

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



EXHIBIT C.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 1,11,12,13, 14,15)</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 8: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 3 Completion Acceptance was included . In connection therewith, and in addition to all activities contemplated in this Phase 3, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

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

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

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

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.

Note 13: Pursuant to Amendment No. Twenty-Four, credit in the amount of \$482,444 from MVS was moved to LEPS and credit in the amount of \$501,451 from TPK was moved LACDEL.

Note 14: Pursuant to Amendment No. Twenty-Five, credit in the amount of \$501,451 from LACFDEL was moved to DPK; credit in the amount of \$496,165 from WTR was moved to FRP and \$396,000 from WTR was moved to GMT. Credit in the amount of \$496,165 from WMP was moved to JPK2 and credit in the amount of \$363,599 from WMP was moved to MTL2.

Note 15: Pursuant to Amendment No. Twenty-Six, credit in the amount of \$200,000 from BUR1 was moved to DPK, credit in the amount of \$363,761 from BUR1 was moved to ENC1. Credit in the amount of \$285,000 from JPK2 was moved to SUN, credit in the amount of \$440,000 from JPK2 was moved to TWR, and credit in the amount of \$268,165 from JPK2 was moved to WS1. Credit in the amount of \$181,525 from LPC was moved to H-17A. Credit in the amount of \$300,000 from MDI was moved to MIR, credit in the amount of \$600,000 from MDI was moved to PDC, and credit in the amount of \$141,634 from MDI was moved to PWT. Credit in the amount of \$547,298 from MML was moved to BJM. Credit in the amount of \$943,771 from MTL2 was moved to RIH and credit in the amount of \$363,599 from MTL2 was moved to RIH. Credit in the amount of \$480,139 from PRG was moved to PMT.

## EXHIBIT C.5 - SCHEDULE OF PAYMENTS

### PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 224,415	\$ 22,441	\$ 201,973
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 139,685	\$ 13,968	\$ 125,716
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 97,624	\$ 9,762	\$ 87,862
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
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	JKK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF072	FS 72		\$ -	\$ -	\$ 98,585	\$ 9,858	\$ 88,726
B.4.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF084	FS 84		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF091	FS 91		\$ -	\$ -	\$ 42,234	\$ 4,223	\$ 38,010
B.4.2.2	LACF099	FS 99		\$ -	\$ -	\$ 0	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP 9		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 59,918	\$ 5,992	\$ 53,926
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	Magic Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 210,954	\$ 21,095	\$ 189,858
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	MTF	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 74,197	\$ 7,420	\$ 66,777
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		\$ -	\$ -	\$ 201,776	\$ 20,178	\$ 181,598
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 165,029	\$ 16,503	\$ 148,526
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 148,148	\$ 14,815	\$ 133,333
B.4.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 136,626	\$ 13,663	\$ 122,964
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 151,646	\$ 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	Whittaker Middle Peak		\$ -	\$ -	\$ 90,473	\$ 9,047	\$ 81,426
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 87,459	\$ 8,746	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 129,385	\$ 12,938	\$ 116,446
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -

## 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	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				\$ -	\$ -	\$ 4,663,649	\$ 466,365	\$ 4,197,284
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	LACFI36	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	L.A. 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		\$ -	\$ -	\$ 95,136	\$ 9,514	\$ 85,622
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 125,813	\$ 12,581	\$ 113,232
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 88,854	\$ 8,885	\$ 79,969
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 100,942	\$ 10,094	\$ 90,848
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 210,220	\$ 21,022	\$ 189,198
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		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
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		\$ -	\$ -	\$ 61,062	\$ 6,106	\$ 54,956
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		\$ -	\$ -	\$ 217,932	\$ 21,793	\$ 196,139
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 163,524	\$ 16,352	\$ 147,172
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		\$ -	\$ -	\$ 111,498	\$ 11,150	\$ 100,348
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	PWT	Portshhead Tank		\$ -	\$ -	\$ 61,450	\$ 6,145	\$ 55,305
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 129,751	\$ 12,975	\$ 116,776
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 1,928,636	\$ 192,864	\$ 1,735,772
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	JPk2	Johnstone Peak - 2		\$ -	\$ -	\$ 147,023	\$ 14,702	\$ 132,321
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 147,023	\$ 14,702	\$ 132,321
ADDITIONAL SITES (AMENDMENT NO. 25)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BHS	Baldwin Hills County		\$ -	\$ -	\$ 118,898	\$ 11,890	\$ 107,008
B.4.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ -	\$ 163,508	\$ 16,351	\$ 147,157
B.4.2.2	RPV1	Rancho Palos Verdes		\$ -	\$ -	\$ 43,428	\$ 4,343	\$ 39,085
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 325,834	\$ 32,583	\$ 293,251
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	LAN	Lancaster		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BKK	BKK Landfill				\$ 68,467	\$ 6,847	\$ 61,620
B.4.2.2	UCLA	UCLA (Factor Building)				\$ 60,771	\$ 6,077	\$ 54,694
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 129,238	\$ 12,924	\$ 116,314
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		

## EXHIBIT C.5 - SCHEDULE OF PAYMENTS

### PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.1.2		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
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	\$ -	\$ -	\$ -	\$ -	\$ -
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500		\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,502	\$ 1,024,150	\$ 9,217,352
<b>Total for Phase 4 - LMR System Implementation:</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,832,635</b>	<b>\$ 2,819,892</b>	<b>\$ 26,012,744</b>

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

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

Note 2: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, 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.



## EXHIBIT C.15 - SCHEDULE OF PAYMENTS

### LMR SYSTEM DISCOUNTS

Section No. (Exhibit C or Phase)	Description	Discounts (Note 1)
<b>Phase 1 - DISCOUNTS FOR SYSTEM DESIGN</b>		
C.2	Discount for Dropped Sites <sup>Note 2</sup>	\$ (363,599)
<b>Phase 3 - DISCOUNTS FOR SUPPLY LMR SYSTEM COMPONENTS</b>		
C.4	Discount for Equipment Purchased in Phase 1 <sup>Note 3</sup>	\$ (15,295,521)
<b>Phase 4 - DISCOUNTS FOR LMR SYSTEM IMPLEMENTATION</b>		
C.5	Discount for Services Performed in Phase 1 <sup>Note 3</sup>	\$ (765,576)
<b>Total for Phase 1, 3 and 4 LMR System Discounts<sup>Note 1</sup></b>		<b>\$ (16,424,696)</b>

Note 1: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

Note 2: Pursuant to Amendment No. 16 effective December 23, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 16 to reflect (a) removal of thirty-one (31) LMR System Sites resulting in credits in the amount of \$1,132,374 for Phase 1 only; (2) addition of seventeen (17) LMR System Sites in the amount of \$635,537 which was 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 reflected in the Whitaker Middle Peak site in Phase 3. Under Amendment No. 27, the remaining Discount balance of \$363,599 was moved from Phase 3 to Phase 1.

Note 3: Pursuant to Amendment No. 3, 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. 3, 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. 3, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

## SCHEDULE OF PAYMENTS

## EXHIBIT C.16 - LMR MITIGATION MONITORING AND REPORTING PLAN (MMRP)

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Sites	Task/Measure	Deliverable	Contract Sum - Payable Amount
<b>LMR MITIGATION MONITORING AND REPORTING PLAN (MMRP)</b>				
A.1.9.1	All Sites	MMRP	MMRP	\$ 64,881
<b>Subtotal Not-to-Exceed Cost for LMR MMRP Task 1:</b>				<b>\$ 64,881</b>
A.1.9.2	All Sites	WEAP	WEAP	\$ 74,250
<b>Subtotal for Not-to-Exceed Cost LMR MMRP Task 2:</b>				<b>\$ 74,250</b>
A.1.9.3		Monitoring, Surveys and Reporting	Full Day	\$ 1,432,200
A.1.9.3		Monitoring, Surveys and Reporting	Half Day	\$ 232,100
A.1.9.3		Monitoring, Surveys and Reporting	Native American	\$ 577,170
A.1.9.3		Monitoring, Surveys and Reporting	N.A Spot Check	\$ 13,068
A.1.9.3		Monitoring, Surveys and Reporting	Weekly Reports	\$ 22,280
<b>Subtotal Not-to-Exceed Cost for LMR MMRP Task 3:</b>				<b>\$ 2,276,818</b>
<b>Subtotal Not-to-Exceed Cost for LMR MMRP Task 1, 2, and 3:</b>				<b>\$ 2,415,949</b>
A.1.9.4.1		Contingency Task 1	Bio MM 18 results in BIO MM 8	\$ 110,000
A.1.9.4.2		Contingency Task 2	AQ MM 1 results in AQ Monitoring	\$ 16,807
A.1.9.4.3		Contingency Task 3	CUL 3, 4, 7 inadvertent discoveries	\$ 11,000
A.1.9.4.4		Contingency Task 4	FAA, USFS Paleo Contingency	\$ 308,000
A.1.9.4.5		Contingency Task 5	Sample, collect, curate paleontological material	\$ 50,600
<b>Subtotal Not-to-Exceed Cost for LMR MMRP Contingencies:</b>				<b>\$ 496,407</b>
<b>TOTAL NOT-TO-EXCEED COST FOR LMR MITIGATION MONITORING AND REPORTING PLAN:</b>				<b>\$2,912,356</b>

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Task/Deliverable <sup>Note 1</sup>	Unit Rate
A.1.9.3	Monitoring, Surveys and Reporting (full day, inclusive of travel-related Other Direct Costs)	\$ 1,100.00
A.1.9.3	Monitoring, Surveys and Reporting (half day, inclusive of travel-related Other Direct Costs)	\$ 550.00
A.1.9.3	Native American Monitoring (full day, inclusive of travel-related Other Direct Costs)	\$ 726.00
A.1.9.3	Native American Spot Checks (inclusive of travel-related Other Direct Costs)	\$ 363.00

NOTE 1: The MMRP Work will be invoiced monthly at the Unit Rates set forth in this Exhibit C.16 until the Not-to Exceed amount is reached. In the event that the Not-to-Exceed amount nears depletion, and the Authority, in its sole discretion, determines a need to increase the MMRP Work, an Amendment will be prepared, mutually agreeable to both parties, in accordance with the Agreement

## **ADMINISTRATION OF AGREEMENT**

### **1. Authority Key Personnel**

#### **1.1 Authority Project Director**

Scott Edson  
LA-RICS Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (323) 881-8281  
Email: [Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

#### **Authority Project Director Designees:**

Susy Orellana-Curtiss  
LA-RICS Administrative Chief  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (323) 881-8292  
Email: [Susy.Orellana-Curtiss@la-rics.org](mailto:Susy.Orellana-Curtiss@la-rics.org)

Wendy Stallworth-Tait  
LA-RICS Executive Assistant  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (323) 881-8311  
Email: [Wendy.Stallworth-Tait@la-rics.org](mailto:Wendy.Stallworth-Tait@la-rics.org)

#### **1.2 Authority Project Manager**

Chris Odenthal  
LA-RICS Program Manager  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (760) 717-3400  
Email: [Chris.Odenthal@jacobs.com](mailto:Chris.Odenthal@jacobs.com)

#### **Authority Project Manager Designee:**

Justin Delfino  
LA-RICS Project Manager, Radio System Technology  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (480) 393-6682  
Email: [Justin.Delfino@jacobs.com](mailto:Justin.Delfino@jacobs.com)

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

Norm Folger  
Motorola Project Director  
725 S. Figueroa Street, Suite 1855  
Los Angeles, CA 90017  
Telephone No.: (817) 343-8288  
Email: [norm.folger@motorolasolutions.com](mailto:norm.folger@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](mailto: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](mailto: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](mailto: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](mailto:jeff.pugay@motorolasolutions.com)



Norm Folger  
Motorola Project Director  
725 S. Figueroa Street, Suite 1855  
Los Angeles, CA 90017  
Telephone No.: (817) 343-8288  
Email: [norm.folger@motorolasolutions.com](mailto:norm.folger@motorolasolutions.com)

## **2.5 Authorized Agents**

Norm Folger  
Motorola Project Director  
725 S. Figueroa Street, Suite 1855  
Los Angeles, CA 90017  
Telephone No.: (817) 343-8288  
Email: [norm.folger@motorolasolutions.com](mailto:norm.folger@motorolasolutions.com)

**Signature:** \_\_\_\_\_

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

Howard Chercoe  
MSSSI Vice President  
10680 Trenea Street, Suite 200  
San Diego, CA 92131  
Telephone No.: (858) 368-3267  
Email: [h.chercoe@motorolasolutions.com](mailto: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](mailto: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  
Los Angeles, CA 90017  
Telephone No.: (817) 343-8288  
Email: [norm.folger@motorolasolutions.com](mailto:norm.folger@motorolasolutions.com)

Headquarter Office:

500 W. Monroe Street  
Chicago, IL 60661  
Telephone No.: (847) 576-5000  
Email: [norm.folger@motorolasolutions.com](mailto:norm.folger@motorolasolutions.com)



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

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

June 1, 2017

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

Dear Directors:

### **DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR TO ACCEPT THE LOAN OF CERTAIN EQUIPMENT, GOODS, AND/OR SERVICES ON A GRATIS BASIS**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to execute agreements to accept the loan of certain equipment, goods, and/or services (Loaned Resources), on a gratis basis, for the purposes of testing and evaluating compatibility and functionality on the Public Safety Broadband Network (PSBN) and/or the Land Mobile Radio (LMR) Early Deployment System.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute agreements between the Authority and certain companies, in substantially similar form to the Enclosure, to allow the Authority to accept the loan of certain equipment, goods, and/or services, on a gratis basis, for the purposes of testing and evaluating compatibility and functionality of the Loaned Resources on the PSBN and/or the LMR Early Deployment System.
2. Delegate authority to the Executive Director, or his designee, to approve and execute amendments to the agreements, provided that they are approved as to form by counsel to the Authority.

**AGENDA ITEM J**

## **BACKGROUND**

The Authority ended the Warranty Period for the PSBN on May 31, 2017, and is in the midst of constructing the complete buildout of the LMR System.

A primary objective for the LA-RICS project is to onboard users. In order to successfully onboard users, the Authority must be apprised of the latest equipment, technology, applications, etc., that will function properly on, and in compatibility with the System. As the PSBN is the first system of its kind, geared specifically to meet the needs of public safety, built to public safety grade standards, and for use within the confines of Long Term Evolution (LTE) technology, the Authority needs to verify the technology, applications, etc., in order to verify technical interoperability.

With respect to the LMR Early Deployment System, various agencies are testing the early deployment system to establish proof of concept, demonstrate independent utility, and more importantly, demonstrate interoperability ahead of the final LMR System buildout slated for 2020. The Authority must also keep abreast of new equipment and/or technology that will ultimately enhance the functionality of the LMR System and fundamentally strengthen interoperability.

The recommended actions would allow new equipment, technologies, applications, etc., to be tested on the PSBN and LMR Early Deployment System for compatibility, functionality, mission critical communications and interoperability.

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

The purpose of the recommended actions is to allow new equipment, technologies, applications, etc., to be tested on the PSBN and LMR Early Deployment System for compatibility, functionality, mission critical communications and interoperability. Entering into no-cost agreements with certain vendors would not only allow the Authority to accept Loaned Resources, but also protect the Authority against liability resulting from use of the Loaned Resources, in particular to the extent of the Authority's negligence while in the Authority's possession. To mitigate this risk, the Authority will ensure that only qualified personnel will operate, handle, utilize, and maintain the Loaned Resources. Further, the initial term of such loan will be for a period of 180 days. However, delegated authority for the Executive Director is being requested to amend the agreement to contemplate revisions such as extending the term for a longer time period should circumstances dictate such a need. Further, the Agreement requires the vendors to be responsible for any harm the Loaned Resources cause to the PSBN and/or the LMR Early Deployment System.

Although the Authority will not guarantee and will not imply any commitment to purchase or procurement of any equipment, goods, and/or services from any vendor, the



Authority would like the ability to test Loaned Resources to understand of compatibility, functionality and the overall interoperability with the Authority's systems. More importantly, the Authority needs to have a thorough understanding the technological advancements and limitations that may impact the PSBN and LMR Systems to curb future investments that could potentially result in stranded assets.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with the recommended actions.

### **CONCLUSION**

The recommended actions will authorize the Executive Director to execute and amend agreements with certain companies for the acceptance of certain loaned equipment, goods, and/or services, on a gratis basis.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

**AGREEMENT TO ACCEPT THE LOAN  
OF CERTAIN EQUIPMENT, GOODS, AND/OR SERVICES  
ON A GRATIS BASIS**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between \_\_\_\_\_ (hereinafter referred to as "Provider") and the Los Angeles Regional Interoperable Communications System Authority (hereinafter referred to as "LA-RICS" or the "Authority").

**RECITALS**

WHEREAS, the Provider is willing to provide certain equipment, goods, and/or services (hereinafter "Loaned Resources") to the Authority on a gratis and no obligation basis; and

WHEREAS, the Authority is willing to accept the Provider's Loaned Resources; and

WHEREAS, the Provider understands that providing Loaned Resources to the Authority on a gratis basis does not guarantee or imply a commitment for any purchase or procurement of any equipment, goods, and/or services; and

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

**1. INCORPORATION OF RECITALS**

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

**2. CONDITION(S) OF USE**

- 2.1 Exhibit A (Equipment/Goods/Services Details List) shall identify all the equipment, goods, and/or services (Loaned Resources) that the Provider and Authority agree to loan the Authority on a gratis basis.
- 2.2 Title to equipment, accessories, and other items provided hereunder remain with Provider. Provider shall attach stickers or other visible means of identification which clearly identifies all equipment and items as "Loan Equipment Property of \_\_\_\_\_" or similar markings.
- 2.3 The Authority will not use Loaned Resources for any purpose other than to test, demonstrate, and evaluate compatibility, functionality, and interoperability with the Public Safety Broadband Network (PSBN) and/or the Land Mobile Radio (LMR) Early Deployment System.

- 2.4 Information of a proprietary nature concerning the Loaned Resources will be safeguarded by Authority against disclosure thereof. Upon request of Authority, Provider will identify any information considered to be proprietary.
- 2.5 Authority will assign appropriately qualified personnel for the operation, handling, and maintenance of the Loaned Resources. All parts and/or materials required to maintain and/or support the Loaned Resources during the term of this Agreement shall be the responsibility of the Provider.
- 2.6 At the conclusion or earlier termination of this Agreement, Provider shall, at no cost to Authority, de-install, package and arrange for return of Loaned Resources, as may be applicable.
- 2.7 Holdover of Loaned Resources shall not be deemed as rental or an obligation to purchase.
- 2.8 Should the Authority elect to purchase equipment, goods, and/or services from the Provider, such purchase shall be consistent with Authority rules and policies.
- 2.9 Provider shall, at no cost to Authority, promptly correct any and all defects in the Loaned Resources provided.

### **3. TERM OF AGREEMENT**

- 3.1 The Agreement shall commence upon execution by both parties and shall continue for a period of \_\_\_\_\_. This Agreement may be extended by mutual agreement of the parties hereto.
- 3.2 Notwithstanding the foregoing, either party shall have the option of terminating this Agreement at any time for any reason upon giving the cancelled party notice in writing at least thirty (30) calendar days in advance of such termination. All Loaned Resources set forth in Exhibit A (Equipment/Goods/Services Details List) must be returned prior to conclusion of the 30 calendar day notice, or as otherwise determined by the Authority, in its sole discretion.

### **4. CONSIDERATION**

- 4.1 In furtherance of public safety goals, this Agreement is granted on a gratis basis, including but not limited to, tax, equipment, initial consumables and accessories, delivery, shipping and handling, and installation (if necessary). Consideration for this Agreement is a parties' full and faithful compliance with the mutual promises, covenants, terms, and conditions set forth herein.

- 4.2 All transportation, rigging and packing charges in delivering Loaned Resources to and from the Authority facility shall be paid by Provider, if applicable. Necessary packing cases together with all costs of crating for return of Loaned Resources shall be paid by Provider.
- 4.3 Installation, instruction and/or training, use and de-installation of Loaned Resources shall be at no cost to Authority.
- 4.4 The Authority's sole obligation shall be to evaluate and assess whether Loaned Resources has potential use by the Authority. The results of such evaluation shall be at Authority's sole discretion, and Authority is not required to provide reports, analysis, comments and the like.
- 4.5 The Authority has no obligation for endorsement, to provide a Provider reference or to acquire Loaned Resources.

## **5. AUTHORITY EQUIPMENT ADMINISTRATOR**

### **5.1 Authority Equipment Administrator:**

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

### **5.2 Authority Equipment Administrator Designee:**

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

### **5.3 Provider Equipment Administrator:**

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number



5.4 Provider Equipment Administrator Designee:

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number

**6. INDEMNITY, HOLD HARMLESS, AND LIABILITY**

- 6.1 Provider shall indemnify, defend, and hold harmless Authority, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Provider's acts and/or omissions arising from and/or relating to this Agreement. Provider shall also be responsible for any harm caused by Provider's Loaned Resources to the Public Safety Broadband Network (PSBN) and/or the Land Mobile Radio (LMR) Early Deployment System.
- 6.2 Except for damage due to Authority's negligence while equipment is in Authority's possession, Authority shall have no liability for loss or damages to Loaned Resources or items provided hereunder.
- 6.3 Authority's liability hereunder shall be limited to the extent of Authority's negligence (apportionment). In no event shall Authority be liable for indirect, special or consequential damages even if Authority was advised of the possibility of such. Further, Authority's liability shall not exceed the cost of replacement or repair of equipment.
- 6.4 Authority shall have no liability for loss or damage resulting from causes beyond Authority's reasonable control.

**7. INDEPENDENT STATUS**

This Agreement is by and between Provider and Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Provider and Authority.

**8. ASSIGNMENT**

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

## **9. DEFAULT**

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

## **10. WAIVER**

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

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

## **11. INTERPRETATION**

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

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

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

## **13. SEVERABILITY**

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

**14. HAZARDOUS MATERIALS**

Provider warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

**15. COMPLIANCE WITH LAWS**

The Provider shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

**16. NON-EXCLUSIVITY**

Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Provider. This Agreement shall not restrict the Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

**17. AMENDMENTS**

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

**18. FACSIMILE REPRESENTATIONS**

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

**19. ENTIRE AGREEMENT**

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

(Signature Page – following page)

**AGREEMENT TO ACCEPT THE LOAN  
OF CERTAIN EQUIPMENT, GOODS, AND/OR SERVICES  
ON A GRATIS BASIS**

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

**(PROVIDER)**

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

\_\_\_\_\_  
Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

\_\_\_\_\_  
Executive Director, Scott Edson

\_\_\_\_\_  
Date



EQUIPMENT/GOODS/SERVICES DETAILS LIST

Type of Equipment/ Goods/Service (Ex: Radio, Router, etc.)	Quantity (if applicable)	Asset/ Serial Number (if applicable)	Date Equipment/ Goods Loaned or Service Provided to Authority	Signatures for: Delivered by Provider ----- Accepted by Authority	Date Equipment/ Goods Loaned Returned to Provider (if applicable)	Signatures for: Returned by Authority ----- Accepted by Provider



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

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

June 1, 2017

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

Dear Directors:

### **ACCEPT 2014 URBAN AREAS SECURITY INITIATIVE FUNDS**

#### **SUBJECT**

Board approval is requested to accept the LA-RICS Project's allocation of the 2014 Urban Areas Security Initiative (UASI) funds.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Accept \$4,997,544 in grant funds from the Fiscal-Year 2014 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the 2014 UASI Sub-recipient Agreement, substantially similar to the attached from 2013, between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

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

The Board's acceptance of grant funds and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures through the extended performance period ending

June 30, 2017. Project expenditures for the UASI '14 grants include Land Mobile Radio project management, environmental work, certain System design work, construction and equipment purchase.

**FISCAL IMPACT/FINANCING**

This grant is fully funded by the Department of Homeland Security through Cal OES. There is no matching fund requirement.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**AGREEMENTS/CONTRACTING PROCESS**

The recommended actions will authorize the Executive Director to execute the Sub-Recipient Agreement with the City of Los Angeles as well as any amendments, such as extension in the performance period that do not result in a fiscal impact. The City of Los Angeles is the Administrator of the UASI '14 grant, and has advised Authority staff the Sub-Recipient Agreement is being finalized to reflect the extended performance period through June 30, 2017. It is expected that the Sub-Recipient Agreement for the UASI '14 will not differ materially from the Agreement for the UASI '13 grant.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority



### SUBRECIPIENT AGREEMENT

Jurisdiction: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority

Title: FY 13 Urban Area Security Initiative (UASI) Grant Program

City Contract Number C-128868



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Exhibit L	Technology Standards
Exhibit M	Budget/Spending Plan

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS

BETWEEN  
THE CITY OF LOS ANGELES  
AND LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY ("LA-RICS"), A JOINT POWERS AUTHORITY

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), and the Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority created under the laws of California (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Grant Programs Directorate within the Federal Emergency Management Agency ("FEMA" and along with DHS, collectively "Grantor"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year ("FY") 2013 Urban Areas Security Initiative Grant Program ("UASI 13" or the "Grant"), Catalog of Federal Domestic Assistance ("CFDA") 97.067 in the amount of \$54,703,969.00 ("Grant Funds"), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on November 22, 2013 (C.F. #13-0882); and

WHEREAS, the LA/LBUA consists of the City of Los Angeles, the City of Long Beach, the unincorporated area of the County of Los Angeles, and participating jurisdictions, including the Subrecipient; and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, the Grant is being provided to support the development, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal by addressing the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and assisting it in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

WHEREAS, the City has designated the Mayor's Office of /Public Safety ("Mayor's Office") to provide for the proper monitoring of the funding and administration of the Grant; and



WHEREAS, on or about September 30, 2016, CalOES approved extending Subrecipient's performance period of the Grant to March 31, 2018 ("Grant Extension"), such Grant Extension having been accepted and approved by the Los Angeles City Council on November 9, 2016 (C.F. #16-0922); and

WHEREAS, the Mayor's Office wishes to disburse UASI 13 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement, which reflects the Grant Extension, as authorized by the Los Angeles City Council and the Mayor (C.F. #13-0882 and #16-0922, dated 11/22/13 and 11/9/16); and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

I.  
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority, having its principal office at 2525 Corporate Place, Suite 200, Monterey Park, CA 91754.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Jeff Gorell, Deputy Mayor  
Mayor's Office of Public Safety  
200 N. Spring Street, Room 303  
Los Angeles, CA 90012  
Phone: (213) 978-0687  
Fax: (213) 978-0718  
Email: jeff.gorell@lacity.org

- 2. The representative of the Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority shall be:

John Radeleff, LA-RICS Interim Executive Director  
2525 Corporate Place, Suite 100,  
Monterey Park, CA 91754  
Office: 323-881-8290  
Fax: 323-264-0718  
Email: John.Radeleff@la-rics.org

with a copy to:

Susy Orellana-Curtiss  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Office: (323) 881-8292  
Fax: (323) 264-0718  
Email: Susy.Orellana-Curtiss@la-rics.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted.

- A. [Intentionally Omitted]
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with § 415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

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II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from January 1, 2016 to March 31, 2018 (the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 30 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds. The Proposed Budget is attached as Exhibit M hereto. Upon the approval of the Grantor of such Budget, the Budget shall be effective under the Agreement.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2013 Homeland Security Grant Program Funding Opportunity Announcement ("DHS 13 Guidance"), (2) Grantor Information Bulletins, (3) CalOES 2013 Recipient Handbook ("CalOES 13 Handbook"), (4) CalOES FY 13 Homeland Security Grant Program California Supplement to the Federal Funding Opportunity Announcement and Application Kit ("CalOES 13 Supplement"), (5) CalOES Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalOES FY 13 Grant Assurances, attached hereto as Exhibit E and made a part hereof, (9) DHS Standard Administrative Terms and Conditions set forth in Section 6.1.1 of the DHS Chief Financial Officer financial management policy manual available at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> ("DHS Terms and Conditions") and (10) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments and projects identified in the Investment Justifications, which were submitted as part of the California FY 2013 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY13 Investment Justifications submitted to DHS/FEMA/CalOES and evaluated through the peer review process. Subrecipient shall comply with any cost sharing commitments included in such FY13 Investment Justifications, where applicable. Subrecipient



agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) funds that have been budgeted for the same purpose through non-federal sources, and, upon request by the City, CalOES and/or Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies. Subrecipient shall use its allocation of Grant Funds in a manner consistent with the components of the National Preparedness System as set forth by the Grantor.

- B. Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Grant Funds.

Subrecipient shall assure that Grant Funds allocated to it are used for allowable, fair and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years. Subrecipient agrees that it will comply with the provisions and prohibitions regarding duplication of Federal assistance as set forth in 2 CFR Parts 220, 225, 225 Appendix A paragraph (C)(3)(c), 230 and 48 CFR Part 31.2, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in the Grant or this Agreement may not be charged to other federal awards to overcome fund deficiencies. Subrecipient shall also comply with the applicable provisions of the Improper Payments Information Act (IPIA) of 2002 (P.L. 107-300), as amended.

Subrecipient shall timely notify City and CalOES of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Agreement.

Subrecipient shall not be delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. Additional information and guidance may be found in OMB Circular A-129, form SF-424B, item number 17.

Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. In the event of a violation of such requirement, Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.

- C. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the "Budget"). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.
1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.
  2. Budget modification requests must be submitted to the City every 30 days, as needed, pursuant to deadlines set by the City. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalOES/Grantor.
  3. Final modification requests must be submitted to the City no later than 30 days prior to the end of the Term to provide the City time to meet CalOES/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.
- D. Subrecipient shall complete a UASI 13 Project Timeline ("Project Timeline") provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall

update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient's performance. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.

- E. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance set forth in the Project Timeline. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete. All extension requests must be approved by CalOES, in its sole discretion, in writing during the term of this Agreement to be effective.
- F. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalOES 13 Handbook, CalOES 13 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), Grantor Information Bulletins, DHS Terms and Conditions and DHS 13 Guidance. Subrecipient shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32. Any and all property or equipment purchased in connection with this Agreement shall revert to CalOES if the Grant Funds allocated to the Subrecipient are deobligated/disallowed and/or not promptly repaid as required by applicable Grant regulations.

Any equipment acquired or obtained with Grant Funds:

- 1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- G. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
  2. Subrecipient shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
  3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:
    - (a) The line item number and project number as stated in the Budget
    - (b) The equipment description as stated in the Budget
    - (c) The Authorized Equipment Listing number (AEL) found at <http://www.rkb.mipt.org>
    - (d) The AEL title
    - (e) The invoice number
    - (f) The vendor
    - (g) Total cost (prime vendor)



- (h) Total cost (general)
  - (i) Cash request #
  - (j) Acquired date
  - (k) ID Tag #
  - (l) The condition and disposition of the equipment, indicating whether it is new or used
  - (m) The deployed location, including the address and/or name of the facility where the equipment is located
  - (n) The name and contact information to whom the equipment is assigned.
  - (o) Environmental and Historical Preservation (EHP) Notes
4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. Subrecipient also agrees that, when practicable, any equipment purchased with Grant Funds shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
  5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.
  6. Subrecipient must obtain a performance bond for any equipment item over \$250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.
  7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit K.
  8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed Establish/Enhance EOC Request form, attached hereto as Exhibit K.
  9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as part of Exhibit K.
  10. EOC Aviation or Watercraft, and EHP Request forms must be approved by CalOES in writing during the term of this Agreement. Request forms must be submitted to the City within 60 days of project commencement date. Purchases may not be made nor may the project commence until Request forms are submitted to and approved by the City. The City will notify the Subrecipient in

writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.

11. If applicable, Subrecipient must meet the deadline for the any equipment items listed in its Project Timeline, as approved by the City.
  12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or Grantor adopted standards to be eligible for purchase using Grant Funds. In addition, Subrecipient shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested Equipment.
- H. Any training, planning, or organizational activities paid or any exercise undertaken pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalOES 13 Handbook, CalOES 13 Supplement, GMMs, Grantor Information Bulletins, and DHS 13 Guidance. A catalogue of Grantor approved and sponsored training courses is available at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms). Subrecipient must have a City approved, tangible deliverable for all planning projects. Plans and reports for all organizational activities shall be in the form requested by the City, and shall be provided in a timely manner. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>. Reference materials and additional details are available at <http://www.oes.ca.gov>.
- I. Funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) a baseline level of capability as defined by the Fusion Capability Planning Tool.
- J. As required by CalOES, the City shall provide Subrecipient with an electronic, interactive, Financial Management Forms Workbook, based on the pro forma template, incorporated herein by reference. Subrecipient shall continuously maintain the Project Management Workbook to access, complete and update the following documents:
- (1) Reimbursement Checklist
  - (2) Reimbursement Request Form
  - (3) Equipment Ledger
  - (4) Training Roster
  - (5) Exercise Roster
  - (6) Planning Roster

- K. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalOES prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalOES in their sole discretion.
- L. Any Grant Funds allocated to the Subrecipient which are used for the improvement of real property must be promptly repaid following deobligation/disallowment of such costs. CalOES shall have the right to place a lien on any such improved real property for any amounts owed in connection with such deobligation/disallowment.
- M. Subrecipient agrees that any equipment, products, exercise, training, planning and organizational activities or any other services purchased, or the costs of which are reimbursed by, Grant Funds shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and such products, services or activities not so compliant shall be not eligible for reimbursement by Grant Funds. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit L. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data as set forth in Section 416 of this Agreement.
- N. When using Grant Funds to support the purchase of emergency communication equipment or activities related to the provision of emergency communications equipment, Subrecipient shall comply with the FY 2014 SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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III.

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Thirteen Million, Seven Hundred Forty-Four Thousand, Sixty-Seven Dollars (\$13,744,067.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to Subrecipient in the UASI 13 grant award and budget, as may be amended. The disbursement shall be made on a reimbursement basis only.

Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds.

- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. In addition, each reimbursement request shall be accompanied by the Reimbursement Request Form (Exhibit J) and Equipment Ledger (Exhibit G), Training Roster (Exhibit G), Planning Roster (Exhibit G) and/or Exercise Roster (Exhibit G), as applicable, detailing the expenditures made by Subrecipient as authorized by Section 202 above. For equipment for which Subrecipient is requesting reimbursement, an equipment ledger (Exhibit G) and all appropriate back-up documentation must be attached to the reimbursement form, including invoices and supporting documentation, including proof of payment and proof of delivery. For training and exercise reimbursements, Subrecipient must include a copy of the class training roster (Exhibit G) or class exercise roster (Exhibit G) verifying training attendees, proof that a CalOES tracking number has been assigned to the course, and supporting documentation, including timesheets and payroll registers for all training attendees.

1. The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project



for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency for all submitted invoices.

2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- C. Payment of final invoices shall be withheld by the City until the City has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalOES and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- F. The City reserves the right at any time to modify the amount of Grant Funds allocated to the Subrecipient in this Agreement in the event that the Subrecipient does not meet milestone spending deadlines or other project milestones for their contemplated projects as set forth in Subrecipient's Project Timeline. The Subrecipient will be notified in writing of such modifications made to its allocation of Grant Funds for failure to meet milestones or deadlines set forth in its Project Timeline. Such modifications include, but are not limited to, suspension, termination or reduction of Grant Funds allocated to the Subrecipient. In addition, Subrecipient shall promptly repay to City any unapproved expenditures relating to such modifications.

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#### IV.

#### STANDARD PROVISIONS

##### §401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

##### §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

##### §403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

##### §404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in

either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

Subrecipient and its directors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the County and the City of Los Angeles. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§411. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or



administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by 44 CFR §13.36, the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partners and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
2. The term "financial or other interest" includes but is not limited to:
  - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or



their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

#### §412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code §6250 et seq.).

#### §413. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction and personal services. In accordance with CalOES/Grantor directives, as applicable, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

#### §414. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests

for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement and the Grant. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Subrecipient, it shall be construed to mean "as applicable" to the Subrecipient as a subgrantee of the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars and Forms

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); OBM Standard Form 424B Assurances – Non-construction Programs.

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to applicable rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84 2259 S1); and any administrative regulation or field memos implementing such Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply, as applicable, with the requirements of Titles I, II and III of the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations.

Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Any contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. Subrecipient shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, *et seq.*, and agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification

Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.

- c. Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Reports, Records Inspection and Investigations

- a. At any time during normal business hours and as often as the Grantor/CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives the Grantor/CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor or CalOES, through any authorized representative, or as required by applicable law, Grant regulations and guidance.
- b. Subrecipient agrees to submit timely, complete and accurate reports to appropriate Grantor, CalOES and City representatives as may be requested and maintain appropriate support documentation to support such reports. Subrecipient shall comply with all other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities funded by Grant Funds.



- c. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor, CalOES and/or the City in connection with Subrecipient's use of Grant Funds.
- d. Subrecipient shall require any of its subgrantees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with the provisions governing Grantor, CalOES and the City's access to records, accounts, documents, information, facilities and staff as set forth in this Section 415(A)(5).
- e. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalOES/Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or CalOES/Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Subcontracts and Procurement

Subrecipient shall comply with applicable State, Federal and Subrecipient standards in the award of any subcontracts, including complying with the provisions set forth in 44 CFR §13.36. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to



comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- c. Subrecipient shall comply with minimum wage and maximum hours provisions, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event any court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Subrecipient, or the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint and findings to the City and the Grantor/CalOES. The United States shall have the right to seek judicial enforcement of the obligations set forth herein. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalOES, and the DHS Office of Civil Rights and Civil Liberties.

Subrecipient will comply with the requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Subrecipient shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply, as applicable, with Title 44 CFR Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalOES to ensure compliance with, the following laws: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C §4331 et seq.) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.
- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall comply with all

applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not to undertake any project funded by the Grant having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalOES, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, any structure over 50 years old, and purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review may result in a noncompliance finding. Subrecipient must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City and CalOES for processing by the DHS/FEMA Grant Program Directorate EHP. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalOES and the appropriate State Historic Preservation Office.

- d. Subrecipient shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalOES of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.



- h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
- i. Subrecipient shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this



Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Failure to comply with these requirements may be cause for debarment.

14. Miscellaneous

Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities

Subrecipients must establish appropriate policies and procedures for the humane care and use of animals based on the *Guide for the Care and Use of Laboratory Animals* and comply with the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals*. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 12 Guidance; CalOES 13 Supplement; CalOES 13 Handbook; CalOES FY13 Grant Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

3. Technology Requirement:
  - (a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at [www.niem.gov](http://www.niem.gov).
  - (b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable.
  - (c) Subrecipient shall comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. Subrecipient agrees and acknowledges that the adoption of the National Incident Management System (NIMS) is a requirement to receive Grant Funds under this Agreement.
4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:
  - (a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;
  - (b) Procure a commercial sex act during the period of time that the Grant award is in effect; or
  - (c) Use forced labor in the performance of the award or subaward under this Grant award.Subrecipient understands and agrees that the City, CalOES and/or Grantor may unilaterally terminate this Grant award to Subrecipient, without penalty, if Subrecipient:
  - (d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or
  - (e) Has an employee who is determined by an agency official authorized to terminate this Grant award to have violated any such prohibition through conduct that is either

- (i) associated with performance under this Grant award; or
- (ii) imputed to the Subrecipient or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Subrecipient further understands and agrees that:

(f) It must inform the City and CalOES immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;

(g) Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City, CalOES and Grantor to terminate this Grant award and Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Grant.

(h) For purposes of this paragraph 5:

(i) "Employee" means either:

i. an individual employed by the Subrecipient who is engaged in the performance of the project or program under this award; or

ii. another person engaged in the performance of the project or program under this Grant award and not compensated by Subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

(iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.

(iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.

6. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.  
Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the Subrecipient has not been approved by the Grantor for and has access to such information. In the event Subrecipient has been so approved for and has access to such information, Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; Eos 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPO); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>. Upon determination by Subrecipient that Grant Funds will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such contract, subaward, or other agreement, Subrecipient shall contact the City and ISPB, or the applicable federal department or agency, for approval and processing instructions.
7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.
8. Subrecipient shall comply with Grantor guidelines regarding the handling of Personally Identifiable Information (PII), as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_guide\\_spil\\_handbook.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spil_handbook.pdf). In collecting PII, Subrecipient shall have a publicly-available privacy policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Subrecipient may find DHS Privacy Impact Assessments, guidance and templates online at



[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
10. Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances attached hereto as Exhibit E may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

§416. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions



If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/FEMA/CalOES. Unless there is a prior agreement between the City and Grantor/FEMA/CalOES, Grantor/FEMA/ CalOES shall determine whether to seek protection on the Invention. Grantor/FEMA/CalOES shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/FEMA/CalOES regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

City and Grantor/FEMA/CalOES shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material ("Material") is first produced or developed as part of a project funded by Grant Funds, the Grantor/FEMA, at Grantor/FEMA's discretion, may copyright the Material. If the Grantor/FEMA declines to copyright the Material, the Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient shall require all its contractors and subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts. In addition, Subrecipient shall ensure that all its contractors, subcontractors and vendors funded by Grant Funds be contractually obligated to give the rights set forth in this Section 416 to the Subrecipient as well as the Grantor.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should Subrecipient fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes forty-one (41) pages and thirteen (13) Exhibits which constitute the entire understanding and agreement of the parties.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By <u>[Signature]</u> Deputy City Attorney</p> <p>Date <u>11/18/17</u></p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By <u>[Signature]</u> Eric Garcetti, Mayor</p> <p>Date <u>JAN 27 2017</u></p>
<p>ATTEST:</p> <p>HOLLY L. W. LCOTT, City Clerk</p> <p>By <u>[Signature]</u> Deputy City Clerk</p> <p>Date <u>1-31-17</u></p>	
<p>APPROVED AS TO FORM:</p> <p>By <u>[Signature]</u> Truc L. Moore, LA-RICS Counsel</p> <p>Date <u>1/4/2017</u></p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA- RICS"), a joint powers authority</p> <p>By <u>[Signature]</u> John Radeleff, LA-RICS Interim Executive Director</p> <p>Date <u>12/21/16</u></p> <p>[SEAL]</p>
<p>ATTEST:</p> <p>By <u>[Signature]</u> Susy Orellana-Curtiss, LA-RICS Administrative Deputy</p> <p>Date <u>12/21/16</u></p>	

City Business License Number: \_\_\_\_\_  
Internal Revenue Service ID Number: \_\_\_\_\_  
Council File/OARS File Number: C.F. #13-0882, Date of Approval 11/22/13  
City Contract Number: C-128868