



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("AUTHORITY")

### BOARD OF DIRECTORS MEETING

Thursday, November 3, 2022 • 9:00 a.m.

**Microsoft Teams Meeting\* Link:** [Click here to join the meeting](#)

#### **Call-in Number for Board Members and Public:**

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

**Telephone Number:** (323) 886-6924

**Conference ID:** 512 041 626#

#### **AGENDA POSTED: October 27, 2022**

Complete agendas are available on the Authority's website at <http://www.la-rics.org>.

\*The procedures used for this Teleconference Meeting are governed by AB 361.

MEMBERS		ALTERNATES	
1.	<b>Fesia Davenport</b> , CEO County of Los Angeles Chief Executive Office	1.	<b>John Geiger</b> County of Los Angeles Chief Executive Office
2.	<b>Anthony Marrone (Vice-Chair)</b> , Fire Chief County of Los Angeles Fire Department	2.	<b>Eleni Pappas</b> , Deputy Fire Chief County of Los Angeles Fire Department
3.	<b>Alex Villanueva (Chair)</b> , Sheriff County of Los Angeles Sheriff's Department	3.	<b>Brian Yanagi</b> , Chief County of Los Angeles Sheriff's Department
4.	<b>Richard Tadeo</b> , Director, EMS Agency County of Los Angeles Department of Health Services	4.	<b>Jacqueline Rifenburg</b> , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	<b>Phil Ambrose</b> , Battalion Chief Los Angeles Area Fire Chiefs Association	5.	<b>Vacant Seat</b> Los Angeles Area Fire Chiefs Association
6.	<b>Brian Solinsky</b> , Police Chief Los Angeles County Police Chief's Association	6.	<b>Tom Jacobs</b> , Lieutenant Los Angeles County Police Chief's Association
7.	<b>Mark R. Alexander</b> , City Manager California Contract Cities Association	7.	<b>Marcel Rodarte</b> , Executive Director California Contract Cities Association
8.	<b>David Povero</b> , Police Chief At-Large Seat #8 (City of Covina Police Department)	8.	<b>Ric Walczak</b> , Captain At-Large Seat #8 (City of Covina Police Department)
9.	<b>Mark Fronterotta</b> , Police Chief At-Large Seat #9 (City of Inglewood Police Department)	9.	<b>Cardell Hurt</b> , Captain At-Large Seat #9 (City of Inglewood Police Department)
10.	<b>Brian Leyn</b> , Captain At-Large Seat #10 (City of Signal Hill Police Department)	10.	<b>Vacant Seat</b> At-Large Seat #10 (City of Signal Hill Police Department)

OFFICERS
<b>Scott Edson</b> , LA-RICS Executive Director
<b>Arlene Barrera</b> , County of Los Angeles, Auditor-Controller
<b>Keith Knox</b> , County of Los Angeles, Treasurer and Tax Collector
<b>Susy Orellana-Curtiss</b> , LA-RICS Administrative Deputy
<b>Beatriz Cojulun</b> , LA-RICS 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 – B)**

**A. October 6, 2022 – Regular Meeting Minutes**

Agenda Item A

**B. October 12, 2022 – Special Meeting Minutes**

Agenda Item B

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR (C)**

**C. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS**

It is recommended that your Board:

1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.

Agenda Item C

**VI. REPORTS (D – G)**

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

Agenda Item D

**E. Project Manager's Report – Steve Page**

Agenda Item E



F. Joint Operations and Technical Committee Chair's Report – No Report

G. Finance Committee Chair's Report – No Report

**VII. DISCUSSION ITEMS (H – K)**

H. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Agenda Item H

I. Outreach Update – Lieutenant Robert Weber

Agenda Item I

J. Statement of Receipt & Disbursement for AT&T Business Agreement Fund for Public Safety Broadband Network – Susy Orellana-Curtiss

Agenda Item J

K. Resuming LA-RICS In-Person Meetings – Scott Edson

Agenda Item K

**VIII. ADMINISTRATIVE MATTERS (L – N)**

**L. AMENDMENT NO. 32 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

It is recommended that your Board:

1. Approve Amendment No. 32, in substantially similar form to the (Enclosure), to amend the Agreement to reflecting the following:
  - a. Allow Jacobs to continue its scope as LMR Project Manager as further described in this Board Letter through December 31, 2024, for a cost increase in the amount of \$8,778,104.
  - b. Remove \$351,726 in unexpended contract sum under the Public Safety Broadband Network (PSBN) Round 2 project budget.
  - c. Reflect a net cost increase to the Maximum Contract Sum in the amount of \$8,426,378.
2. Delegate authority to the Executive Director to execute Amendment No. 32, in substantially similar form, to the enclosed Amendment (Enclosure).



3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 32.

Agenda Item L

**M. APPROVE AMENDMENT NO. 105 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO**

It is recommended that your Board:

1. Approve Amendment No. 105/Unilateral Amendment No. 30 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect a decrease in certain scope and corresponding cost in the amount of \$358,830.
2. Authorize a decrease to the Maximum Contract Sum in an amount of \$358,830 from \$216,275,434 to \$215,916,604 when taking the recommended action into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 105/Unilateral Amendment No. 30, in substantially similar form to the enclosed Amendment (Enclosure).

Agenda Item M

**N. APPROVE AMENDMENT NO. 106 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO.**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that (a) approval of Amendment No. 106, which includes a Change Order for the TPK site related to for the replacement of certain DTVRS antennas to mitigate UHF digital TV Channel 15 interference is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site 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.



4. Approve Amendment No. 106 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to incorporate a Change Order for the replacement of certain DTVRS antennas at the TPK site to mitigate UHF digital TV Channel 15 interference for a cost increase in the amount of \$42,546.
5. Authorize an increase to the Maximum Contract Sum in an amount of \$42,546 from \$215,916,604 to \$215,959,150 when taking the recommended action into consideration.
6. Delegate authority to the Executive Director to execute Amendment No. 106, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed as may be necessary.

Agenda Item N

**IX. MISCELLANEOUS**

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

**XI. CLOSED SESSION REPORT**

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (2 cases).
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [Government Code Section 54957(b)(1)] Title: Executive Director

**XII. ADJOURNMENT AND NEXT MEETING**

Regular Board Meeting on Thursday, December 1, 2022, at 9:00 a.m., via Microsoft Teams/ Teleconference Meeting.



## BOARD MEETING INFORMATION

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) requests 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.)*

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 as soon as possible. (323) 881-8291 or (323) 881-8295.

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA LO MAS PRONTO POSIBLE. (323) 881-8291 o (323) 881-8295.

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



# BOARD OF DIRECTORS MEETING MINUTES

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

**Thursday, October 6, 2022 • 9:00 a.m.**  
Conducted via Microsoft Teams Meeting

## BOARD MEMBERS PRESENT

<b>Phil Ambrose</b> , Battalion Chief, Los Angeles Area Fire Chiefs Association
<b>Brian Solinsky</b> , Chief, Los Angeles County Police Chief's Association
<b>Mark R. Alexander</b> , City Manager, California Contract Cities Association
<b>David Povero</b> , Police Chief, City of Covina Police Department
<b>Mark Fronterotta</b> , Police Chief, City of Inglewood Police Department

## ALTERNATES FOR BOARD MEMBERS PRESENT

<b>John Geiger</b> , County of Los Angeles Chief Executive Office
<b>Eleni Pappas</b> , Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Department
<b>Brian Yanagi</b> , Alternate Chair, Acting Chief, County of Los Angeles Sheriff's Department
<b>Jacqueline Rifenburg</b> , Assistant Director, EMS Agency, County of Los Angeles Department of Health Services

## OFFICERS PRESENT

<b>Scott Edson</b> , LA-RICS Executive Director
<b>Susy Orellana-Curtiss</b> , LA-RICS Administrative Deputy
<b>Beatriz Cojulun</b> , LA-RICS Board Secretary

## BOARD MEMBERS ABSENT / VACANT

<b>Brian Leyn</b> , Captain, City of Signal Hill Police Department



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

**I. CALL TO ORDER**

Alternate Board Chair Brian Yanagi called the Regular Meeting of the Board to order at 9:01 a.m.

**II. ANNOUNCE QUORUM – ROLL CALL**

Board Secretary Beatriz Cojulun took the roll and acknowledged a quorum was present.

**III. APPROVAL OF MINUTES (A – B)**

**A. September 1, 2022 – Regular Minutes**

Agenda Item A

**B. September 22, 2022 – Special Minutes**

Agenda Item B

Alternate Board Chair Yanagi asked the Board if there were any corrections, clarifications, or comments to the attached Regular and Special meeting minutes. There were no corrections, clarifications, or comments, therefore, he asked for a motion to approve.

Board Member David Povero motioned first, seconded by Alternate Board Member Jacqueline Rifenburg.

Ayes 9: Geiger, Pappas, Yanagi, Rifenburg, Ambrose, Solinsky, Alexander, Povero, and Fronterotta.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS – NONE**

There was no public comment.

**V. CONSENT CALENDAR (C)**

**C. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS**





Alternate Board Chair Yanagi asked for a motion to approve Consent Calendar Agenda Item C.

Board Member John Geiger motioned first, seconded by Board Member Brian Solinsky.

Ayes 9: Geiger, Pappas, Yanagi, Rifenburg, Ambrose, Solinsky, Alexander, Povero, and Fronterotta.

**MOTION APPROVED.**

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

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

Executive Director Scott Edson stated as reported last month, the Authority met with Assembly Member Tom Lackey who presented the Authority with a symbolic check of \$18.6 million dollars appropriated through the State Budget Act of 2022. Executive Director Edson stated Assembly Member Lackey has been the Authority's true champion for this funding along with his partner from the State Senate, Senator Maria Elena Durazo. Executive Director Edson shared that he, Deputy Chief Eleni Pappas from the County of Los Angeles (County) Fire Department (LACoFD), Chief Brian Yanagi from the County Sheriff's Department (LASD), and Assistant Director Jacqueline Rifenburg from the County Department of Health/Emergency Medical Services (DHS/EMS) Agency, along with Captain Cardell Hurt from Inglewood Police Department, were all present to accept the symbolic check. Executive Director Edson went on to say the media was invited, with one (1) network present, and other networks and stations reaching out following the event for additional information. Executive Director Edson thanked Deputy Chief Pappas for an excellent interview with one of the radio stations.

Executive Director Edson thanked Fire Chief Anthony Marrone and LACoFD for hosting the media event, managing notifications to the press, handling all the logistics, and coordination needed for the successful presentation by Assembly Member Lackey.

Executive Director Edson shared that about ten (10) days ago the California Governor's Office of Emergency Services (Cal OES) requested the Authority complete and submit the Pass Through Grant Subaward and Payee Data Record forms in relation to the State funds, which the Authority is expecting to see the \$18.6 million deposited soon.

Executive Director Edson shared the project continues to be in good shape as the system is finished and Full System acceptance is still scheduled for October of 2023. Executive Director Edson further reported the narrowband data network is



the first subsystem to be accepted and although it was scheduled for last month, it has been delayed due to various issues and is now scheduled to take place on October 18, 2022. Executive Director Edson said that LACoFD will cutover and use the narrowband data network as their primary data network. Executive Director Edson further stated the narrowband data network is truly a private public safety data network built out over the Authority's sites and to public safety grade. Executive Director Edson added that it can be used exclusively, or transparently in parallel with cellular data networks that is Verizon, AT&T, and FirstNet.

Executive Director Edson informed the Board that accepting the system now, by subsystem, with the narrowband data network being the first one, has presented the need for a bridge agreement to warranty the network between now and system acceptance in October of 2023. Executive Director Edson went on to say that those negotiations with Motorola Solutions, Inc. (MSI) are ongoing, however, the Authority was unable to come to an agreement by today's meeting, and likely will address the bridge at a Special Board Meeting next week.

Executive Director Edson reported that MCI site is overall good with only the tower work remaining that includes line sweeps and weather proofing, which is scheduled for completion in two (2) weeks. Executive Director Edson shared that all of the radio and Direct Current (DC) Power equipment has been installed, as well as the completion of the fire suppression system. Executive Director Edson reported that all construction work is expected to complete next week by the contractor, Metrocell. Executive Director Edson said that MSI is making all final connections at the equipment racks and plans to start optimizing and testing the MCI site starting next month, on November 2, 2022, and should finish on December 15, 2022.

Executive Director Edson informed the Board that unfortunately the GRM site has yet to have commercial utility power. Executive Director Edson further stated the team has aggressively pursued both State Parks and City of Los Angeles Department of Water and Power (LADWP) to complete their design and review processes, which has been a challenge. Executive Director Edson said that once State Parks agrees that utility pole size, color, and location are acceptable as proposed by LADWP, then the start of installation work can finally begin. Executive Director Edson believes the good news now is that progress is being made to obtain commercial power at GRM. Executive Director Edson stated that Acting Project Manager Steve Page would cover this and more in his LMR System Update report immediately following this Director's Report in Agenda Item E.

Executive Director Edson acknowledged that Operations Lead Lt. Robert Weber would report on the Joint Operations and Technical (Joint) Committee Meeting under Agenda Item F and again on Outreach under Agenda Item I. Executive Director Edson stated LASD had a communications failure recently and the LA-RICS system was able to assist, to which Operations Lead Weber would also speak on that item.



Executive Director Edson informed the Board that Ted Pao would provide an update on Spectrum issues under Agenda Item H.

Executive Director Edson let the Board know that Agenda Item J is the only action item presented to them today per previous month's discussion item, where the Board was asked to elect a Chairperson and Vice-Chairperson.

Executive Director Edson stated that at next month's meeting the Board should expect to see an agenda item for consideration on returning to in-person meetings. Executive Director Edson said that as he understands, technically and legally the Board could continue teleconferencing, but the Board also has no restrictions to preclude them from returning to in-person meetings either; it is a Board decision.

Executive Director Edson took the opportunity to thank Board Member Mark Alexander for his assistance in ensuring the Authority updates the Contract City Association members on LA-RICS. Executive Director Edson stated the Authority has calendared a presentation to the membership at their City Managers Summit later in the month and expressed that he was very much looking forward to the event.

This concluded the report on Agenda Item D by Executive Director Edson. There was no further discussion.

#### **E. Project Manager's Report – Steve Page**

Acting Project Manager Steve Page greeted the Board and presented Agenda Item E.

##### September Successes

Acting Project Manager Page reported that in September, the Phase 2 team's focus was on the completion of construction at the MCI site above Malibu, audit walks and related punch list resolution, as well as the review and subsequent approval of certain Closeout Books.

##### September Challenges

Acting Project Manager Page mentioned the move towards permanent power at the GRM site continues to be a challenge, as Executive Director Edson said, with the Authority working with LADWP and State Parks for an easement. Acting Project Manager Page further reported that in late in September, all the parties aligned and are working through the writing of the relevant Rights of Entry and easement documents. Acting Project Manager Page went on to say that later in the afternoon the Authority would be meeting with LADWP to go over the description documents



that is required for State Parks to review for their approval in order to begin construction.

Acting Project Manager Page said the next portion of the Closeout Book program includes the requirement of the System Documentation binders for each site to be approved. Acting Project Manager Page shared that MSI provided fifty-eight (58) books in September for review by staff, which is now in process and anticipated to be completed before the Narrowband Mobile Data Network 1 (NMDM1) cutover on October 18, 2022.

#### Key Program Metrics

Acting Project Manager Page said that as with last month, the number of sites has not changed, and will not change until the Authority does the final sign off for MCI to be completed, which is expected to be complete from the Phase 2 site within the next week.

#### Phase 2 Substantially Complete

Acting Project Manager Page shared a PowerPoint slide reflecting a map representing substantially completed sites in yellow and expressed that until the Authority gets the final sign off for MCI, the map would continue to reflect with MCI site as the sole pin in red.

#### Phase 4 Installed

Acting Project Manager Page continued to show the same image and said the sole red pin pending Phase 4 installation is MCI which did see significant progress over the course of the summer, and is extremely close to completion, as the Executive Director Edson mentioned, the Authority is going through weather proofing of the connectors that are outdoors and line sweep that should be completed within the next two (2) weeks.

#### Sites Optimized

Acting Project Manager Page reported that as of right now, the Authority has fifty-two (52) sites optimized. Acting Project Manager Page mentioned that a few of months ago, once the Authority got primary power to these sites, MSI was able to allocate appropriate resources to optimize sites and get them prepared for coverage testing.



### Sites On-air

Acting Project Manager Page mentioned the Authority has forty-eight (48) sites on the air, with the West Cell sites, San Pedro Hill (SPH), and Burnt Peak (BUR1) being those remaining to come online.

### Network Management

As mentioned a few months ago, Acting Project Manager Page said the Authority started discussing some of the technical portions of moving from a Phase 2 focused to Phase 4 focused program, and this month, the Authority wants to take a quick look at the management of the radio system.

Acting Project Manager Page as aforementioned in the site roaming discussion, the System Managers have the ability to create 'profiles' in the network to control how radios act on the system. Acting Project Manager Page explained that while profiling is normally a bad thing, in this case it is well worth the effort that is put in, and helps manage the finite resources System Managers have in the radio system. Acting Project Manager Page further explained that at the network level, System Managers have the ability to restrict certain TalkGroups, or even certain radios, to specific sites. Acting Project Manager Page said System Managers can even restrict a TalkGroup to sites that are only 700 MHz, or only UHF, as the operations require, and this is all part of the review the Joint Committees perform when bringing new users and requirements to the system, in order to balance loading and ensure we meet the requirements of the end-users.

Acting Project Manager Page stated the Joint Committees meet to discuss users that are potentially coming on the system, and part of that includes an analysis of the data created by the system. Acting Project Manager Page went on to say there are two (2) specific parts, the preliminary set-up in the Network Management terminal, which allows radios to use the system, and the metrics that are generated and logged. Acting Project Manager Page shared that once System Managers allow a radio onto the system, any time that radio interacts with the network, a record is created. Acting Project Manager Page expressed that every hour, megabytes of data is created which can be used to generate informative and colorful reports for management.

Acting Project Manager Page believes this is completely different from the way things were previously done, as way back in the day, the only opportunity the Authority had for 'metrics' was an electric clock connected to a receiver that would measure total elapsed time. Acting Project Manager Page explained that in one of the better texts on the topic, Captain Alan Burton from the Contra Costa County Sheriff's Department, wrote about this in 1973, and the methods he described were in use for decades. Acting Project Manager Page said it was only with the advent of computerized radio systems that more detailed metrics become available. Acting



Project Manager Page further explained that with more advanced number crunching computers and related software such as Tableau and PowerBI, the Authority now has the ability to drill down into some seriously big data. Acting Project Manager Page expressed that times certainly have changed.

Acting Project Manager Page provided an example of that and said that System Managers use data provided from regarding one (1) of the Authority's agencies to analyze their loading requirements, and present the results to the Joint Committees for approval. Acting Project Manager Page went on to say that System Managers can also take data generated by the Authority's system to analyze the system's performance and make recommendations for changes.

Acting Project Manager Page stated the end result of all this is the ability to accurately manage the capacity of the system to ensure maximum operational availability.

#### October Areas of Focus

Acting Project Manager Page reported that this month, the team would be focusing on the finalization of work at MCI, with staff being on site almost each day to keep the construction on track and would also be keeping a close eye on the NMDN 1 cutover, starting October 18, 2022, to make sure the subsystem comes online and is operating optimally for the end-users in the field.

This concluded the presentation and report on Agenda Item E by Acting Project Manager Page. There was no further discussion.

#### **F. Joint Operations and Technical Chair's Report – Operations Lead Lieutenant Robert Weber**

Operations Lead Lieutenant Robert Weber reported that on September 20, 2022, at 1:30 p.m. the Joint Committees Meeting was held.

Operations Lead Weber mentioned the Joint Committee heard items on LMR Update presented by Acting Project Manager Steve Page, as reported today, in regard to MCI, ongoing testing, and Closeout Books; Technical Vice-Chair from LACoFD, Scott England, reported on Inter Subsystem Interface (ISSI) Interoperability Working Group, which all is moving forward; Technical Lead, Ted Pao, of the County Internal Services Department (ISD) gave an update on Spectrum and Licensing Issues; and Technical Vice-Chair provided another report on the Alert Wildfire System and Proof of Concept that was later presented at a Board meeting. Operations Lead Weber stated the meeting closed with mention of the next Joint Committee meeting on Tuesday, November 15, 2022.





This concluded the presentation and report on Agenda Item F by Operations Lead Weber. There was no further discussion.

**G. Finance Committee Chair's Report – None**

**VIII. DISCUSSION ITEMS (H – I)**

**H. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao**

Technical Lead Ted Pao provided an update on the Federal Communications Commission (FCC), to which he stated the Authority is still waiting for the two (2) Tejon Peak (TPK) licenses to be granted by the FCC. Technical Lead Pao said that one is for the NMDM and the other is for the Analog Conventional Voice Radio System (ACVRS).

Technical Lead Pao stated as Executive Director Edson's report, LACoFD will be transitioning its mobile data network onto LA-RICS starting October 18, 2022. Technical Lead Pao further stated that working with LACoFD to extend the Authority's temporary special license for the narrowband data transmitter for TPK to ensure there is uninterrupted operation

Technical Lead Pao said that in respect to interference issues MSI has conducted the interference data collection at Signal Hill (SGH), Mount Disappointment (MDI), and the Criminal Courts Building (CCT). Technical Lead Pao went on to say the vendor is conducting post process work on the data collected. Technical Lead Pao said the Authority should be getting the reports this month and would report the results next month to the Board, if the Authority receives the report from MSI.

This concluded the update on Agenda Item H. There was no further discussion.

**I. Outreach Update – Lieutenant Robert Weber**

Operations Lead Lieutenant Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the month of September included in the Agenda Packet for review and information.

Operations Lead Weber reported that Authority staff and personnel from LACoFD traveled to Catalina Island to conduct outreach and planning with several agencies including Avalon Fire Department, Avalon Harbor Patrol, and the LACoFD's Bay Watch Station. Operations Lead Weber also reported the meetings were organized by Battalion Chief Dayton Calhoun and Captain August Dougherty. Operations Lead Weber further reported the trip was very productive, and the information obtained would be used by the LACoFD and the LA-RICS team going forward. Operations Lead Weber stated that Authority staff assisted with and attended



several weeks of critical system training provided by MSI. Operations Lead Weber shared that training covered basic Digital Trunked Voice Radio Subsystem (DTVRS) concepts, radio code plug building, and fleet mapping. Operations Lead Weber said that Authority staff continued to conduct meetings and planning with personnel from the County of Los Angeles Sheriff's Department's (LASD) Communications and Fleet Management Bureau (CFMB) regarding full station testing in the very near future. Operations Lead Weber provide a current update and shared that testing will be done later this week at one of the LASD Station.

Operations Lead Weber stated that on September 28, 2022, a power failure caused a County microwave length to go down in the East County area affecting LASD stations at City of Industry, Temple City, San Dimas, and Walnut, with communications issues in coordination with the CFMB and Authority staff, the LA-RICS system was used to bridge the gap and was used for approximately four (4) hours until the issue was repaired. Operations Lead Weber went on to say the system worked very well and received positive comments from station personnel.

Operations Lead Weber informed the Board that Director Edson and Members of the Authority staff tentatively plan to present a short system update to the California Contract Cities Association during the last week of October 2022.

Operations Lead Weber said that Authority staff conducted outreach at Cerritos College Police Department. Operations Lead Weber went on to say the command staff at the Police Department is evaluating its communication needs and the possibility of using LA-RICS. Operations Lead Weber expressed that Authority staff would work closely with the Department to ensure their needs are met.

Operations Lead Weber concluded by saying that Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to further collaborate on regional public safety communication.

This concluded the update on Agenda Item I. Operations Lead Weber asked if there were any questions. There was no further discussion.

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

### **J. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON**

Executive Director Edson informed the Board that based on last month's discussion regarding the current positions held by Chair and Vice-Chairperson, the Board discussed and opted to support Chief Yanagi from LASD remain as Chair and LACoFD Chief Anthony Marrone remain as Vice-Chair. This item was open for discussion and/or vote.





Board Member Alexander motioned first to support Chair and Vice-Chair remain as discussed, seconded by Alternate Member Geiger.

Ayes 9: Geiger, Pappas, Yanagi, Rifenburg, Ambrose, Solinsky, Alexander, Povero, and Fronterotta.

Counsel to the Authority, Truc Moore, confirmed for the record that LASD is Chair and LACoFD is Vice-Chairperson.

**MOTION APPROVED.**

**IX. MISCELLANEOUS – NONE**

**X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE**

**XI. CLOSED SESSION REPORT**

The Board entered into Closed Session at 9:24 a.m.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (2 cases).
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [Government Code Section 54957(b)(a)] Title: Executive Director

The Board returned from Closed Session at 10:08 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

**XII. ADJOURNMENT AND NEXT MEETING**

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting. Alternate Board Member Eleni Pappas motioned first.

Alternate Board Chair Yanagi adjourned the Regular Board Meeting at 10:09 a.m., and stated the next Regular Board Meeting will be held on November 3, 2022, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



# BOARD OF DIRECTORS SPECIAL MEETING MINUTES

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

**Wednesday, October 12, 2022 • 9:00 a.m.**

Conducted via Microsoft Teams Meeting

## BOARD MEMBERS PRESENT

**Phil Ambrose**, Battalion Chief, Los Angeles Area Fire Chiefs Association

**Mark R. Alexander**, City Manager, California Contract Cities Association

**David Povero**, Police Chief, City of Covina Police Department

**Mark Fronterotta**, Police Chief, City of Inglewood Police Department

## ALTERNATES FOR BOARD MEMBERS PRESENT

**John Geiger**, County of Los Angeles Chief Executive Office

**Frank Forman**, Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Department

**Brian Yanagi**, Alternate Chair, Chief, County of Los Angeles Sheriff's Department

**Jacqueline Rifenburg**, Assistant Director, EMS Agency, County of Los Angeles Department of Health Services

**Thomas Jacobs**, Lieutenant, Los Angeles County Police Chief's Association

## OFFICERS PRESENT

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

**Susy Orellana-Curtiss**, LA-RICS Administrative Deputy

**Beatriz Cojulun**, LA-RICS Board Secretary

## BOARD MEMBERS ABSENT / VACANT

**Brian Leyn**, Captain, City of Signal Hill Police Department



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

**I. CALL TO ORDER**

Alternate Board Chair Brian Yanagi called the Special Meeting of the Board to order at 9:01 a.m.

**II. ANNOUNCE QUORUM – ROLL CALL**

Beatriz Cojulun took the roll and acknowledged a quorum was present.

**III. APPROVAL OF MINUTES – NONE**

**IV. PUBLIC COMMENTS – NONE**

There was no public comment.

**V. CONSENT CALENDAR – NONE**

**VI. REPORTS – NONE**

**VIII. DISCUSSION ITEM – NONE**

**VIII. ADMINISTRATIVE MATTERS (A)**

**A. APPROVE AMENDMENT NO. 104 TO AGREEMENT NO. LA-RICS 007  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO (LMR) SYSTEM**

Contracts Manager Jeanette Arismendez greeted the Board and presented Agenda Item A – Amendment No. 104 to the LMR Agreement.

Contracts Manager Arismendez provided the Board with background information and mentioned that in October 2021, the Board approved Amendment No. 82, which among other things transitioned to a phased subsystem approach, whereby the subsystems that make up the LMR system, such as the Digital Trunked Voice Radio Subsystem (DTVRS), Los Angeles Regional Tactical Communications System (LARTCS), Analog Conventional Voice Radio Subsystem (ACVRS), and Narrowband Mobile Data Network (NMDN) Systems, would be accepted on a subsystem basis. Contracts Manager Arismendez further informed the Board that since that time and over the last few months, both the Authority's and MSI teams have collaboratively worked together to achieve these subsystem acceptances and discuss the bridge warranties which would be necessary for each of these subsystems.



Contracts Manager Arismendez shared with the Board the Authority was pleased to report that NMDN Phase 1 Subsystem is approaching readiness for subsystem acceptance. Contracts Manager Arismendez further informed the Board the Authority was seeking their approval to enter into a bridge warranty for the NMDN Phase 1 Subsystem, allowing the Authority to bridge the gap in warranty services until such time that final LMR System acceptance is achieved.

Contracts Manager Arismendez reported that if the Board approved Amendment No. 104, it would allow the Authority to enter into these bridge warranty services for this particular subsystem for a period of twelve (12) months in the amount of \$1,067,684, which if approved, would be funded by the Urban Area Security Initiative (UASI) Grant.

Lastly, Contracts Manager Arismendez requested delegated authority to the Executive Director to finalize, negotiate, and execute Amendment No. 104, in substantial similar form to the Enclosure attached to the Board Letter package.

This concluded the Administrative Matter on Agenda Item A. Contracts Manager Arismendez asked if there were any questions. There was no further discussion.

Alternate Board Chair Yanagi confirmed both first and second motion and went on to asked for a motion to approve.

Alternate Board Member John Geiger motioned first, seconded by Board Member Mark Alexander.

Ayes 9: Geiger, Pappas, Yanagi, Rifenburg, Ambrose, Jacobs, Alexander, Povero, and Fronterotta.

**MOTION APPROVED.**

**IX. MISCELLANEOUS – NONE**

**X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE**

**XI. CLOSED SESSION REPORT – NONE**

**XII. ADJOURNMENT AND NEXT MEETING**

Alternate Board Chair Yanagi called for a motion to adjourn the Special Meeting. Board Member Alexander motioned first.

Alternate Board Chair Yanagi adjourned the Special Board Meeting at 9:07 a.m., and stated the next Regular Board Meeting will be held on November 3, 2022, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



## 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

November 3, 2022

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

Dear Directors:

### **FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS**

#### **SUBJECT**

The California Legislature passed AB 361 to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The first Board meeting under AB 361 occurred on October 7, 2021, and the Board made its appropriate findings thereafter. The timing of this meeting falls within the 30-day window for the Board to make another finding to continue to use a telephonic meeting.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board, acting on its behalf, and on behalf of the Finance, Operations and Technical Committees appointed by the Board and which are subject to the Brown Act:

1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.

## **BACKGROUND**

On September 10, 2021, the Legislature passed AB 361, to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. The Governor signed AB 361 into law on September 16, 2021. To ensure the safety of members of the public and personnel while guaranteeing the public's right to attend and participate in meetings of local legislative bodies and in alignment with the County of Los Angeles' Health Officer's recommendations to reduce crowding indoors and to support physical distancing, the Board can continue to meet via teleconferencing, in compliance with AB 361 while we are under a State of Emergency and while State or local officials continue to recommend measures to promote physical distancing. However, the Board will need to regularly consider the circumstances of the State of Emergency to determine whether teleconferencing should continue no later than 30 days after the Board's first meeting under AB 361 (October 7, 2021), and within every thirty (30) days thereafter.

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

Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. As we approach the seventeenth 30-day deadline and given the timing of this Board meeting, the Board needs to make the necessary findings. The Governor's declaration of a statewide emergency is still in effect, and the County of Los Angeles' Public Health Officer still currently recommends physical distancing.

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

The Authority's counsel has reviewed the recommended actions and approved as to form.

## **CONCLUSION**

The Executive Director recommends the Board make the recommended findings.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority

# EXECUTIVE SUMMARY

NOVEMBER 3, 2022

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## LMR UPDATE

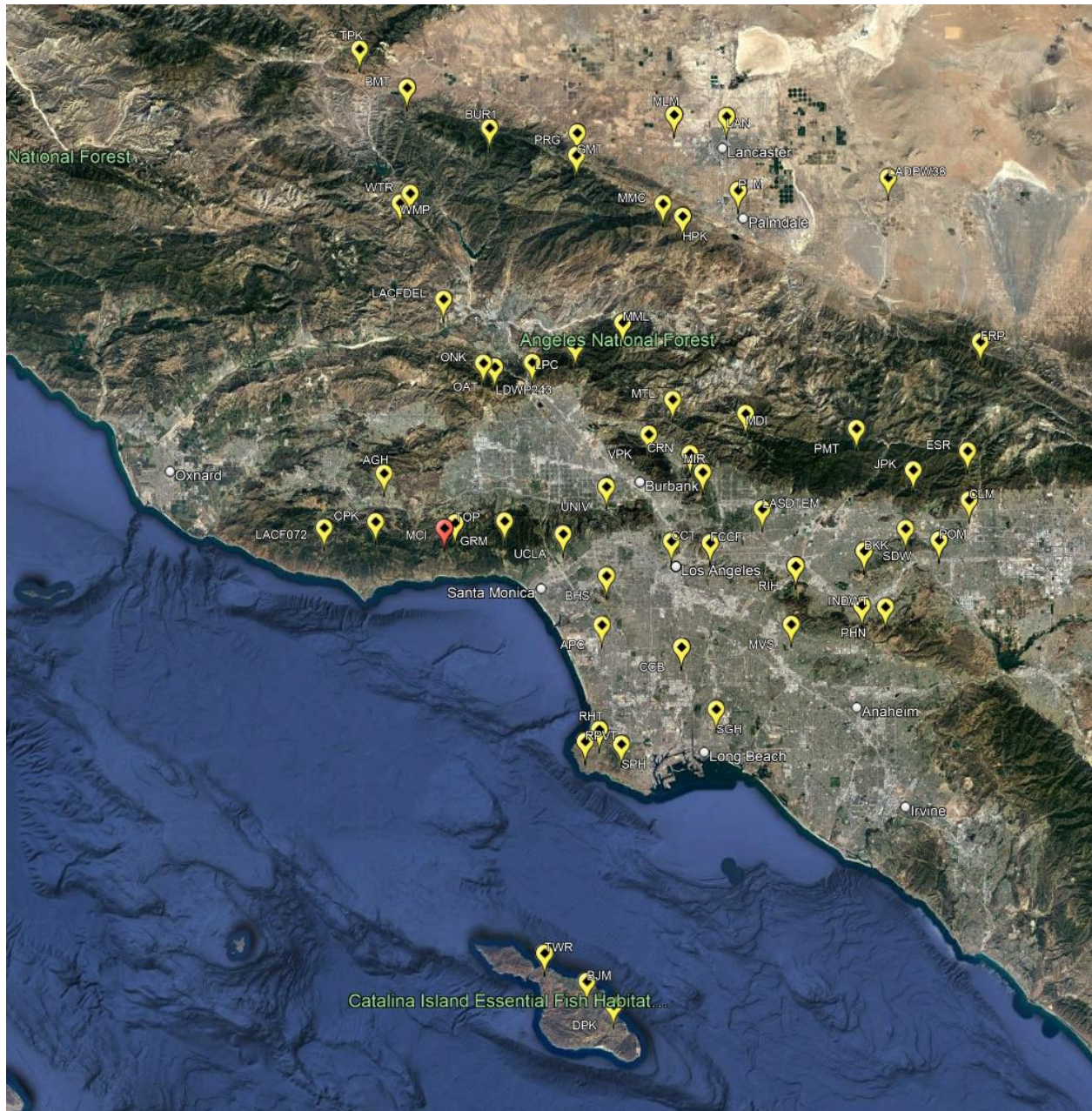
- Phase 2
  - ✓ All Building Permits have been issued for Phase 2 Construction activities.
  - ✓ The current Integrated Master Schedule (IMS) is the May 10, 2022DD version, which shows a Final System Acceptance of September 1, 2023. The May 10, 2022DD IMS was approved in Amendment 92. The Authority is anticipating a new schedule to be delivered by Motorola the week ending October 21, 2022 and will be discussed both internally and with Motorola the following week.
  - ✓ Below is a breakdown of the current site progress for Phase 2 scope:
    - 58 of 58 sites are substantially complete with Phase 2 construction.
    - MSI continues to complete punch corrections and resolve assorted issues resulting from installations deviating from approved plans.
    - The work on permanent power at Green Mountain (GRM) continues to proceed with Los Angeles Department of Water and Power (LADWP) working with the Authority to create a Project Description for State Parks, which will be delivered for their approval during the week of October 28, 2022.
- Phase 4 – Optimization and Closeout
  - ✓ There are thirty-three (33) cells on the air; fifty-two (52) sites are optimized; and of these, forty-nine (49) sites are on the air.
  - ✓ Cutover plans continue to be developed in a joint effort between LA-RICS and Motorola Solutions, Inc. (MSI). The cutover plans will be managed to ensure that all cutovers occur as planned to avoid significant delays which could otherwise affect the Scheduled Final System Acceptance date.
  - ✓ Fifty-six (56) sites have undergone the Phase 4 audit between LA-RICS and MSI. The closeout material submissions associated with each site are in the review and correction response process.



# EXECUTIVE SUMMARY

NOVEMBER 3, 2022

## LMR SITES





# EXECUTIVE SUMMARY

NOVEMBER 3, 2022

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$35,000,000	\$35,000,000	\$-	12/31/22
UASI 21	\$2,000,000	\$2,000,000	\$1,465,840	\$0	5/31/24
UASI 22	*\$11,688,338	\$-	\$-	\$11,688,338	5/31/25
UASI 23	*\$3,311,662	\$-	\$-	\$3,311,662	5/31/26
UASI 24	*\$0	\$-	\$-	\$0	5/31/27
SHSP 22	\$3,520,000	\$-	\$-	\$3,520,000	5/31/25
SHSP 23	\$1,760,000	\$-	\$-	\$1,760,000	5/31/26
SHSP 24	\$1,120,000	\$-	\$-	\$1,120,000	5/31/27
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

\* Moved \$6,688,338 to UASI 22 from UASI 23 and 24 based on approved project swaps with County Fire and Sheriff

# 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 systems which leads to increased costs while continuing to inhibit first responders' ability 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 is implementing 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.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. All sites in both the LMR and LTE augmentation 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

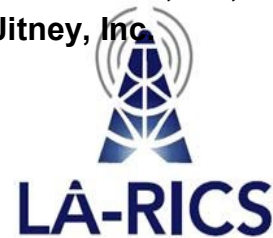
## *Consultant:*

Jacobs Project Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc., Brandow &  
Johnston

LTE - Motorola Solutions, Inc., David  
Evans & Associates, Metrocell, Inc.,  
Diversified Communications, Inc, Motive  
Energy, Inc. and Jitney, Inc.



Monthly Report No. 126

November 3rd, 2022

Submitted October 25th, 2022

Reporting Period: 09/23/2022 – 10/19/2022

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**AGENDA ITEM E**

## GENERAL UPDATES

### Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
  1. Manage network migration to LA-RICS to meet milestone cut-over dates established in the approved IMS.
  2. Ensure internal LA-RICS operational aspects are in place.
  3. Develop and Implement Policies as determined by the operations contributors.

### Special Events

- No new activity.

## LMR UPDATES

### Environmental Update

- MMRP remaining funds will be used for power run ground disturbance related activities at GRM which is not yet scheduled.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,728 persons as of September 29, 2022, this was the last training session during the period.

### Phase 1: Permitting Support

- The final building permit for the MCI site was issued on May 19, 2022, Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MCI, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOP, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR), representing 58 Program sites.

### Phase 2: Site/Civil

- All Site Access Agreements (SAA's) are complete.
- 57 sites are substantially complete through Ph4a. The 58<sup>th</sup> and final site in the Program, MCI, commenced construction on May 23, 2022.
- 56 sites have commercial power, this includes MCI, where LA-RICS took over the existing 200-amp service on site and upgraded it to 400 amps through Southern California Edison. Of the 2 remaining sites pending commercial power, 2 (BUR1 and GRM) have primary power generators on site that are running in support of MSI's activities at these sites.
- While the Project Schedule with the data date of May 5, 2022, is the current operative baseline schedule, Motorola has submitted a new Integrated Master Schedule with a data date of September 13, 2022, which has a projected NMDN Phase 1 cutover of 9/29/2022, however MSI's unwillingness to de-link the documentation portion of the program to the cutover of a physical subsystem indicates that this date will push out. Motorola has failed to provide the Authority with closeout book contents of sufficient quality in a time frame that has allowed approval, causing this delay to the NMDN Phase 1 cutover deadline. The 9/13/2022 schedule has the finish date of 10/19/2023 but is currently in review with the Project Management team.
- Motorola's continues to make progress on resolving "slip-sheet" items from the previously submitted UASI 18 and UASI 19 Closeout Books.
- For power at the GRM site, the Authority has sought assistance outside of the City of Los Angeles Mayor's office. During this period, Staff has met with LADWP several times on the LADWP-established weekly meeting series to obtain updates on action items necessary leading to the installation of utility extension that will serve the project site. Per LADWP request, the Authority provided an updated land survey for LADWP's planning and placement of the new power poles as well as documentation on related easements. The Authority is acting as the coordinator between LADWP and State Parks to encourage each agency to make progress towards the ultimate goal which is a line extension that provides power to the LA-RICS GRM site. The Authority hosted a joint meeting between LADWP and California State Parks to move the easement and Right-of-Entry task forward on 9/22/2022. In the interim the site testing work is being performed with the utilization of a rented diesel generator.
- The BUR1 site also continues to operate using a rented diesel generator, since Southern California Edison has not yet repaired its utility distribution serving the immediate area of the project.
- There are no recordable safety issues to report on in this period.

### Phase 4: Network

- Focus of the Ph4 effort is Site Audits and Close Out Book (COB) activities related to compiling of the data followed by review and approval of the items submitted. Motorola continues to work through the challenge of submitting accurate documentation in the COBs, and in a timely manner, resulting in additional Staff time for re-reviews. As of this report, twenty-two (25) Phase 4a COB soft (digital) copies have been approved. System Documentation closeout books are in review by the Authority, and although the Phase 2 System Documentation Closeout Books began being delivered to the Authority in September 2022, the team has worked to provide feedback to Motorola as expeditiously as possible to maintain the NMDN-1 Schedule.
- System interference on Ch. 16 is still being investigated by the Sheriff's Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.



- The LMR Site Map is shown below.





**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

November 3, 2022

To: LA-RICS Authority Board of Directors  
From: Scott Edson   
Executive Director

**SPECTRUM AND LICENSING ISSUES IMPACTING  
LAND MOBILE RADIO DEPLOYMENT**

The purpose of this discussion item is to update your Board on the radio spectrum issue for the Land Mobile Radio System (LMR) system, as well as frequency licensing issues impacting the LMR deployment.

TP:mbc

**AGENDA ITEM H**





## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

November 3, 2022

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 Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

MUNICIPALITY	MEETING DATE
California Contract Cities Association –Presentation	10/27/22
Weekly Outreach Meeting	10/03/22
Emergency Communications Preparedness Center (ECPC) Advances Technologies Working Group (ATWG) Monthly Meeting	10/12/22
Weekly Outreach Meeting	10/17/22
Zebra Technologies – Government Customer Advisory Board (GCAB) – Law Enforcement Breakout Session	10/19/22
Emergency Communications Preparedness Center (ECPC) Advances Technologies Working Group (ATWG) Monthly Meeting	10/19/22
National Sheriff's Association Agency (NSA) Government Affairs Committee Meeting	10/20/22
Weekly Outreach Meeting	10/31/22
Outreach at City of Santa Clarita	10/14/22
Motorola Solutions, Inc. (MSI) - Critical System Training	10/03/22 – 10/07/22 10/18/22 – 10/21/22

The Executive Director attended several association meetings related to technology, communications, and public safety.

### AGENDA ITEM I

As of October 5, 2022, Authority staff and personnel from County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) have been conducting full station testing with East Los Angeles Sheriff's Station. The testing was set up using LA-RICS TalkGroups for all tactical channels in the same manner as full migration which is scheduled for next year. The system metrics from the testing will be shared with the LASD CFMB staff. The system is performing very well, and the information obtained will be used as LASD moves forward with additional station testing in the future.

Authority Staff attended two (2) additional weeks of critical system training provided by Motorola. The training covered APX radio technical concepts and a dispatch console workshop.

Director Edson and members of the Authority staff tentatively plan to present a short system update to the California Contract Cities Association on October 27, 2022.

Authority staff meet weekly to discuss new outreach opportunities and followed up on those in progress.

Authority staff conducted an outreach to the City of Santa Clarita on October 14, 2022. They are evaluating their communication needs and the possibility of using LA-RICS. Authority staff will work closely with the city to ensure their needs are met.

Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to further collaborate on regional public safety communication.

RJW:mbc



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SCOTT EDSON  
EXECUTIVE DIRECTOR

November 3, 2022

To: LA-RICS Authority Board of Directors  
From: Scott Edson   
Executive Director

**STATEMENT OF RECEIPTS & DISBURSEMENTS FOR AT&T BUSINESS  
AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK**

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for the quarter ending September 30, 2022.

GS:mbc

Enclosure



**Los Angeles Regional Interoperable Communications System Authority (LA-RICS)**  
**Statement of Receipts & Disbursements for AT&T Business Agreement Fund For Public Safety Broadband Network (PSBN)**  
**July 1, 2022 through September 30, 2022**

			<b>Fund V5A</b>
<b>Cash Balance, as of July 1, 2022</b>			\$ 2,316,645.72
Description	Record Date	Amount	
<b>Receipts:</b>			
INTEREST ALLOCATION FOR THE MONTH ENDING June 30, 2022	07/01/22	\$ 1,923.56	
INTEREST ALLOCATION FOR THE MONTH ENDING July 31, 2022	08/01/22	2,079.88	
INTEREST ALLOCATION FOR THE MONTH ENDING August 31, 2022	09/01/22	2,028.79	
<b>Subtotal - Interest Income</b>			\$ 6,032.23
<b>Total Receipts</b>			<u>6,032.23</u>
<b>Total Beginning Cash Balance and Receipts</b>			2,322,677.95
<b>Disbursements:</b>			
FY21/22-2841 SD EDSON, INC	07/07/22	21,258.30	
FY22/23-2851 EASTGROUP PROPERTIES	07/07/22	20,337.40	
FY22/23-2852 CJPIA	07/12/22	11,496.00	
FY22/23-2853 CJPIA	07/12/22	58,504.00	
FY21/22-2858 JEANETTE ARISMENDEZ	07/14/22	261.44	
FY21/22-SH12 COUNTY LA-RICS-SHERIFF'S	07/15/22	18,132.72	
FY21/22-MH12 COUNTY LA-RICS-MENTAL HEALTH	07/15/22	2,217.22	
FY21/22-DA04 COUNTY LA-RICS-DISTRICT ATTORNEY	07/25/22	65,767.87	
FY21/22-RR04 COUNTY LA-RICS -REGISTRAR RECORDER	07/25/22	9,564.49	
FY22/23-2864 EASTGROUP PROPERTIES	07/26/22	20,337.40	
FY21/22-2859 LIBIA (SUSY) ORELLANA-CURTISS	08/08/22	359.76	
FY21/22-2859 LIBIA (SUSY) ORELLANA-CURTISS	08/08/22	14.99	
FY21/22-IS13 COUNTY LA-RICS-ISD	08/09/22	5,292.49	
FY21/22-CC11 COUNTY LA-RICS-COUNTY COUNSEL	08/09/22	1,952.16	
FY21/22-CC12 COUNTY LA-RICS-COUNTY COUNSEL	08/09/22	3,216.52	
FY22/23-2877 SD EDSON, INC	08/12/22	17,028.90	
FY22/23-2879 VERIZON WIRELESS	08/12/22	596.37	
FY22/23-2889 MELISSA SARADPON	08/24/22	59.96	
FY22/23-2889 MELISSA SARADPON	08/24/22	29.98	
FY22/23-2892 EASTGROUP PROPERTIES	08/25/22	20,337.40	
FY22/23-PB01 COUNTY LA-RICS-PROBATION	08/26/22	3,256.58	
FY22/23-2909 SD EDSON, INC	09/06/22	22,705.20	
FY22/23-2916 VERIZON WIRELESS	09/09/22	1,186.07	
FY22/23-SH01 COUNTY LA-RICS-SHERIFF'S	09/14/22	19,888.52	
FY22/23-2922 EASTGROUP PROPERTIES	09/23/22	20,337.40	
FY22/23-2923 VERIZON WIRELESS	09/23/22	574.98	
FY22/23-PB02 COUNTY LA-RICS-PROBATION	09/28/22	595.96	
FY22/23-2934 SOUTHERN CALIFORNIA EDISON CO. ACCT 700558356494	09/28/22	5.82	
FY22/23-2935 SOUTHERN CALIFORNIA EDISON CO. ACCT 700582725019	09/28/22	2.56	
<b>Subtotal - Unit 55902 - Member Funded JPA Operations Costs</b>			345,318.46
FY21/22-2838 VERIZON WIRELESS	07/07/22	594.93	
FY21/22-AC05 COUNTY LA-RICS-AUDITOR CONTROLLER	07/15/22	23,743.26	
FY21/22-AC06 COUNTY LA-RICS-AUDITOR CONTROLLER	07/22/22	18,832.30	
FY21/22-DA04 COUNTY LA-RICS-DISTRICT ATTORNEY	07/25/22	47,336.84	
FY21/22-RR04 COUNTY LA-RICS -REGISTRAR RECORDER	07/25/22	27,643.52	
FY21/22-IS13 COUNTY LA-RICS-ISD	08/09/22	972.09	
FY21/22-CC11 COUNTY LA-RICS-COUNTY COUNSEL	08/09/22	2,476.08	
FY21/22-CC12 COUNTY LA-RICS-COUNTY COUNSEL	08/09/22	5,502.40	
FY21/22-PB12 COUNTY LA-RICS-PROBATION	08/09/22	3,256.58	
<b>Subtotal - Unit 55906 - LTE Administrative Costs</b>			130,358.00
FY22/23-2853 CJPIA	07/12/22	51,736.00	
FY21/22-SH12 COUNTY LA-RICS-SHERIFF'S	07/15/22	9,444.12	
FY21/22-2856 Jacobs Engineering	07/25/22	15,370.55	

Description	Record Date	Amount	
TRANSFER TRAVEL EXP FROM V58 TO V5A	08/08/22	10.26	
FY21/22-IS13 COUNTY LA-RICS-ISD	08/09/22	155.60	
FY21/22-CC11 COUNTY LA-RICS-COUNTY COUNSEL	08/09/22	7,661.05	
FY21/22-CC12 COUNTY LA-RICS-COUNTY COUNSEL	08/09/22	4,165.80	
FY21/22-PB12 COUNTY LA-RICS-PROBATION	08/09/22	3,886.89	
FY21/22-TT04 COUNTY LA-RICS-TREASURER TAX COLLECTOR	08/10/22	13,404.40	
FY22/23-2883 Jacobs Engineering	08/18/22	12,664.61	
FY22/23-PB01 COUNTY LA-RICS-PROBATION	08/26/22	2,941.43	
FY22/23-2898 SCOTT ENGLAND	08/26/22	452.23	
FY22/23-2900 TED PAO	08/26/22	401.45	
FY22/23-SH01 COUNTY LA-RICS-SHERIFF'S	09/14/22	13,259.01	
FY22/23-2911 Jacobs Engineering	09/26/22	15,341.69	
FY22/23-PB02 COUNTY LA-RICS-PROBATION	09/28/22	3,073.26	
<b>Subtotal - Unit 55908 - LMR Administrative Costs</b>			<b>153,968.35</b>
<b>Total Disbursements</b>			<b>629,644.81</b>
<b>Ending Cash Balance, September 30, 2022 *</b>			<b>\$ 1,693,033.14</b>
<b>* Cash Balance excluding unit code 55903 transactions</b>			

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division  
JK 10/12/22



## 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

November 3, 2022

To: LA-RICS Authority Board of Directors  
From: Scott Edson   
Executive Director

### **RESUMING LA-RICS IN-PERSON MEETINGS**

The purpose of this discussion item is to allow your Board to discuss timing for resumption of Los Angeles Regional Interoperable Communications System (LA-RICS) Board and Committee in-person meetings. On October 17, 2022, Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023. As a result, one of the requirements under AB 361 to continue to meet via teleconferencing, can no longer be met. Staff is in the process of identifying and confirming potential meeting locations for 2023.

MBC



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

November 3, 2022

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

Dear Directors:

### **AMENDMENT NO. 32 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 32 with Jacobs Project Management Co. (Jacobs) to continue providing project management services for the Land Mobile Radio (LMR) Project through December 31, 2024, to assist the Authority in achieving Final LMR System Acceptance, successfully clear the Warranty Period, and participate in project close out activities, which when taking a contract sum reallocation into consideration, results in a net cost increase in the amount of \$8,426,378. Without this Amendment No. 32, the existing allocated contract budget for project management services will deplete at the end of December 2022.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 32, in substantially similar form to the (Enclosure), to amend the Agreement to reflecting the following:
  - a. Allow Jacobs to continue its scope as LMR Project Manager as further described in this Board Letter through December 31, 2024, for a cost increase in the amount of \$8,778,104.
  - b. Remove \$351,726 in unexpended contract sum under the Public Safety Broadband Network (PSBN) Round 2 project budget.
  - c. Reflect a net cost increase to the Maximum Contract Sum in the amount of \$8,426,378.

**AGENDA ITEM L**

2. Delegate authority to the Executive Director to execute Amendment No. 32, in substantially similar form, to the enclosed Amendment (Enclosure).
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 32.

## **BACKGROUND**

In March 2013, the Authority competitively retained with the assistance from the Los Angeles County Department of Public Works, specialized services from Jacobs to provide project and construction management services related to the implementation and deployment of an interoperable voice telecommunications system. The Jacobs contract provides the Authority with access to recognized professional services with extensive experience and training acting in accordance with high professional standards as they perform the work of project manager. The Jacobs scope of work includes, but is not limited to, providing experienced and dedicated resources to coordinate the planning, designing, developing, supplying, fabricating, construction, installing, testing, deploying, commissioning, training, and maintenance necessary for successful completion of the LMR System. Within this broad scope, Jacobs is responsible for items such as contract management and administration, work acceptance and approvals, cost estimates, cost escalation, adherence to communication protocols, records management, budget and schedule adherence, environmental best management practices as well as overseeing the mitigation monitoring and reporting program.

Additionally, Jacobs will continue to provide support in coordination of interagency involvement through the System optimization and testing phase as well as through subsystem acceptance, migration and cutover. Additionally, Jacobs will coordinate and oversee all activities leading up to System Acceptance and End-User training on the LMR System. Jacobs will determine and oversee all closeout requirements and work closely with key stakeholders to ensure all contractual obligations are complete. Once the System is accepted, Jacobs scope requires them to verify the LMR System contractor's preventive and corrective maintenance plans for all system component warranties and ensure adherence to terms of the warranty period of the contract.

As your Board is aware, throughout the build of the LMR System, the Authority encountered numerous events and contractor performance issues that extended the completion date to achieve Final LMR System Acceptance. As a result, the most recent Integrated Master Schedule (IMS) delivered by the Authority's LMR Contractor, Motorola Solutions, Inc. (MSI), and accepted by the Authority, reflects achieving Final LMR System Acceptance in October 2023. Additionally, Final LMR System Acceptance triggers the one year no cost Warranty Period with MSI, which will take us through October 2024.

On April 7, 2022, your Board approved Amendment No. 31 to the Jacobs Agreement for a cost increase in the amount of \$2,401,722. As was presented to your Board, Amendment No. 31 served as a bridge amendment through December 31, 2022, to allow time for necessary funding to be secured to complete the LMR project. Since the presentation of Amendment No. 31, the Authority has received commitment of grant awards from Urban Areas Security Initiative (UASI) and State Homeland Security Grant Program (SHSP) as well as an appropriation of \$18,600,000 in funds via the State of California Budget Act of 2022, which comprehensively provide funding necessary to complete the LMR project. The Authority is awaiting the receipt of the State funds.

In order to achieve Final LMR System Acceptance, complete the Warranty Period, and successfully closeout the project, which aligns with the recently accepted IMS, the Authority requires Jacobs project management and subject matter expertise through December 2024, as detailed in their contract.

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

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 32 to allow Jacobs to continue performing its scope as LMR Project Manager through December 31, 2024, in accordance with the accepted IMS, in the amount of \$8,778,104. The cost increase is based on the current rates in the Agreement, and does not include a cost of living adjustment.

It is necessary to maintain Jacobs as the LMR Project Manager through completion of the system deployment, Warranty Period, and overall project closeout to align with the accepted IMS, as the existing contract funding will be depleted by December 2022 pursuant to Amendment No. 31 previously approved by your Board.

Additionally, Amendment No. 32 seeks to remove \$351,726 from the PSBN Round 2 Contract budget that was not utilized. Deletion of \$351,726 from the Jacobs Contract budget would result in a net cost increase to the Maximum Contract Sum in the amount of \$8,426,378.

#### **FISCAL IMPACT/FINANCING**

Amendment No. 32 will result in a net increase to the Maximum Contract Sum in the amount of \$8,426,378 from \$69,916,704 to \$78,343,082. The work contemplated in Amendment No. 32 in the amount of \$8,778,104 shall be reimbursed by the Urban Areas Security Initiative (UASI) open and awarded grants (UASI 2022 and 2023) and/or State Budget Act of 2022 Funds depending on the timing of billing and schedule of project completion. The value of Amendment No. 32 is contemplated within the existing LA-RICS Adopted Operating Budget for Fiscal Year 2022-23, with the remaining value to be addressed annually through the budget process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions and approved as to form.

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

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

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**RECITALS**

This Amendment Number Thirty-Two ("Amendment No. 32") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of November \_\_\_\_, 2022, based on the following recitals:

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

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

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

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

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

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

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective as of May 31, 2013, to include work for Negotiation and Outreach activities for both the LMR and LTE Systems, to reallocate the level of effort between the



Preliminary Phase and subsequent phase activities for the LMR and LTE Systems, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Six.

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

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

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

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

WHEREAS, the Agreement has been previously amended by Amendment No. Eleven, effective as of June 5, 2014, to (a) perform certain Cultural Resources environmental work as described in the Scope of Work due to the Authority's increased need for environmental support, and (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for the increase in scope of work in the amount of \$306,600 from \$30,179,665 to \$30,486,265.

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

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

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

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

WHEREAS, the Agreement has been previously amended by Amendment Number Sixteen, effective July 14, 2015, to (a) increase the level of staffing contemplated in the Agreement to ensure that Work related to the PSBN portion of the Agreement in regards to claims resolution are successfully completed; and (b) revise Appendix A-2

(Agreement Budget) to increase the Maximum Contract Sum by \$249,680 from \$32,393,425 to \$32,643,105, in accordance with the increased level of staffing.

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

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

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

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

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

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty-One, effective July 13, 2016, to (a) revise Appendix A-2 (Agreement Budget) to shift funds in the amount of \$1,274,360 for the LMR project of the Agreement for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), Phase 4 (System Implementation) to Phase 1 (System Design) to ensure the Jacobs contract has sufficient funds to cover Phase 1 activities due to extended design activities related to certain federal sites; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$369,541 for LTE Work related to the development of the Round 2 buildout of the PSBN for July 2016 through September 2016; (c) revise Attachment B (Rate Schedule) to reflect changes to Jacobs staffing, and (d) to revise Attachment D (Administration of Agreement) to reflect changes in Jacobs management assigned to the LA-RICS project; (e) increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957 to contemplate the increased scope and level of effort related to development of the PSBN Round 2 buildout.

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty-Two, effective November 17, 2016, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until January 31, 2017, for a cost increase in the amount of \$480,000; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$480,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$480,000 from \$37,378,957, to \$37,858,957.

WHEREAS, the Agreement has been previously amended by Amendment No. Twenty-Three, effective January 25, 2017, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until March 31,

2017, for a cost increase in the amount of \$240,000 (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$240,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$240,000 from \$37,858,957 to \$38,098,957.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Four, effective March 20, 2017, to (a) revise Attachment B (Rate Schedule) to reflect an increase to the hourly rates by 2.4 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement effective January 1, 2017; (b) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, review of and implementation planning for PSBN Upgrades and acceptance testing, until June 30, 2017, for a cost increase in the amount of \$309,000; (c) revise Appendix A-2 (Agreement Budget) to reflect an increase to the Maximum Contract Sum by \$309,000 from \$38,098,957 to \$38,407,957 when taking the cost increases including the increased hourly rates into consideration; and (d) make other certain changes as set forth Amendment No. 24.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Five, effective April 13, 2017, to (a) reflect an increase in the LMR System budget in the amount of \$17,755,447 to align with the LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase to the Maximum Contract Sum by \$17,755,447 from \$38,407,957 to \$56,163,404 when taking the LMR System budget alignment with the LMR Final System Acceptance into consideration; (c) revise Attachment B (Rate Schedule) to reflect changes to certain Consultant staffing positions; (d) revise Attachment D (Administration of Agreement) to reflect changes in management for the Authority and Consultant; and (e) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Six, effective June 14, 2018, (a) increase the scope of Work to assist the Authority with completing certain work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, assistance with the PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability; (b) reflect the inclusion of a corresponding budget in the amount of \$5,489,350 to account for the PSBN Round 2 PIP Work; (c) reflect the inclusion of a new Grants Analyst position in the amount of \$446,080 to assist the Authority with grant administration work; (d) revise Attachment B (Rate Schedule) to (1) reflect an increase to the hourly rates by 2.7 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement and (2) reflect changes in staff, in particular and among other changes, to the Program Director, Program Manager, and Deputy Program Manager; (e) revise Attachment D (Administration of Agreement) to reflect changes in Consultant's management; (f) reflect an increase to the Maximum Contract Sum by \$5,935,430 from \$56,163,404 to \$62,098,834 when taking the increases



contemplated in Amendment No. 26 into consideration; and (g) make other certain changes as set forth in Amendment No. 26.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Seven, effective July 3, 2018, to (a) reflect a reduction in the Scope of Work related to the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, the removal of the PIP objective for Application Interoperability; (b) reflect a decrease to the Maximum Contract Sum by \$59,200 from \$62,098,834 to \$62,039,634; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Eight, effective February 24, 2020, to (a) revise Appendix A-2 (Agreement Budget) to reflect an increase in the level of effort for the Public Safety Broadband Network (PSBN) Round 2 Coverage Augmentation Objective and grant closeout Work through September 2020 in the amount of \$2,766,729; (b) reflect an increase to the Maximum Contract Sum by \$2,766,729 from \$62,039,634 to \$64,806,363; and (c) make other certain changes as set forth in Amendment No. 28.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Eight, effective January 12, 2021, to (a) increase the scope of environmental work to include all work necessary to implement environmental Mitigation Monitoring and Reporting Plan (MMRP) work for the LMR program for a cost increase in the amount of \$2,362,855; (b) include certain Visual Impact Assessment Quality Mitigation Measure (VIAMM) tasks in connection with the MMRP for a cost increase in the amount of \$97,914; (c) include certain Management of Non-Clean Fill Export Soil services to be provided on an as-needed bases for a not-to-exceed amount of \$64,002; (d) increase to the Maximum Contract Sum by \$2,524,771 from \$64,806,363 to \$67,331,134; and (e) make other certain changes as set forth in Amendment No. 29.

WHEREAS, the Agreement has been amended by Amendment Number Thirty, effective March 9, 2021, to (a) revise Appendix A-2 (Agreement Budget) to increase the budgeted amount for the Grants Analyst position through June 2022 for a cost increase in the amount of \$217,017; (b) revise Appendix A-2 (Agreement Budget) to reflect a cost savings realized on the PSBN Round 2 program budget in the amount of \$33,169, which will be reallocated to the Grant Analyst position contemplated in the LMR system program budget; (c) revise Attachment B (Rate Schedule) to reflect an increase to the hourly rate by 0.9 percent to account for a Cost of Living Adjustment (COLA) to the Grant Analyst position only in accordance with Section 3.4 of the Agreement; (d) reflect a net increase to the Maximum Contract Sum by \$183,848 from \$67,331,134 to \$67,514,982 and (d) make other certain changes as set forth in Amendment No. 30.

WHEREAS, the Agreement has been amended by Amendment Number Thirty-One, effective April 20, 2022, to (a) revise Appendix A-2 (Agreement Budget) to reflect an increase to the budget in the amount of \$2,401,722 to continue providing project management services through December 31, 2022; (b) revise Attachment B (Rate Schedule) and Attachment D (Administration of Agreement) to reflect changes in staffing

positions; (c) revise Attachment C (Grant Funding Requirements) to contemplate procurement guidance related to noncompetitive procurements, federally required contract provisions, and purchase order grant requirements; (d) increase the Maximum Contract Sum by \$2,401,722 from \$67,514,982 to \$69,916,704; and (e) make other certain changes as set forth in Amendment No. 31.

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) revise Section 33 (Notices) of the Agreement to ensure the appropriate personnel is notified from both parties; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase to the budget in the amount of \$8,778,104 to continue providing project management services through December 31, 2024; (c) remove \$351,726 in unexpended funds from the PSBN Round 2 project budget in Appendix A-2 (Agreement Budget); (d) the revise Attachment B (Rate Schedule) and Attachment D (Administration of Agreement) to reflect changes in staffing positions; (e) reflect a net increase to the Maximum Contract Sum in the amount of \$8,426,378 from \$69,916,704 to \$78,343,082; and (f) make other certain changes as set forth in Amendment No. 32.

WHEREAS, this Amendment No. 32 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 32, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 32. Unless otherwise noted, section references in this Amendment No. 32 refer to sections of the body of the Agreement, as amended by this Amendment No. 32.

2. Amendments to Agreement.

2.1 Section 3.1, within Section 3 (Consideration) of the Agreement, is deleted in its entirety and is replaced by the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Seventy-Eight Million, Three Hundred Forty-Three Thousand, Eighty-Two Dollars (\$78,343,082).



- 2.2 Section 33 (Notices) of the Agreement, is deleted in its entirety and replaced by the following:

33. Notices

- 33.1 Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

AUTHORITY

Address:

Scott Edson

Executive Director

LA-RICS Project Team

2525 Corporate Place, Ste. 100

Monterey Park, CA 91754

Phone: (323) 881-8290

Email: [Scott.Edson@LA-RICS.org](mailto:Scott.Edson@LA-RICS.org)

CONSULTANT

Address:

Justin Delfino

Jacobs Project Management Co.

2525 Corporate Place, Ste. 100

Monterey Park, CA 91754

Phone: (480) 393-6682

Email: [Justin.Delfino@jacobs.com](mailto:Justin.Delfino@jacobs.com)

Refer to Attachment D (Administration of Agreement) if there are any changes to the personnel listed above.

3. Amendments to Appendices and Attachments.

- 3.1 Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety and is replaced by Appendix A-2 (Agreement Budget), dated November 2022, attached to this Amendment No. 32 and incorporated herein by this reference, which reflect changes in the contract budget value to continue providing project management services through December 31, 2024.
- 3.2 Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety and is replaced by Attachment B (Rate Schedule), dated November 2022, attached to this Amendment No. 32 and incorporated herein by this reference, which reflects changes in Consultant's staffing.
- 3.3 Attachment D (Administration of Agreement) to the Agreement is hereby deleted in its entirety and is replaced by Attachment D (Administration of

Agreement), dated November 2022, attached to this Amendment No. 32 and incorporated herein by this reference, which reflects changes in Consultant's staffing.

4. This Amendment No. 32 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 4.1 An authorized officer of Consultant has executed this Amendment No. 32;
  - 4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 32, if required;
  - 4.3 Los Angeles County Counsel has approved this Amendment No. 32 as to form; and
  - 4.4 The Executive Director of the Authority has executed this Amendment No. 32.
5. Except as expressly provided in this Amendment No. 32, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Consultant and the person executing this Amendment No. 32 on behalf of Consultant represent and warrant that the person executing this Amendment No. 32 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 32, and that all requirements of Consultant to provide such actual authority have been fulfilled.
7. This Amendment No. 32 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
8. This Amendment No. 32 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 32 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

JACOBS PROJECT MANAGEMENT CO.

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

Scott Edson  
Executive Director

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

Issam Khalaf  
Vice President  
West Division PMCM

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

DAWYN R. HARRISON  
Acting County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

**AGREEMENT BUDGET**  
**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS**

<b>LMR SYSTEM</b>	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$19,904,271
Phase 2 – Site Construction and Site Modification	\$10,839,453
Phase 3 – Supply LMR System Components	\$433,020
Phase 4 – System Implementation	\$16,934,112
Phase 5 – System Maintenance	\$4,267,120
Mitigation Monitoring and Reporting Plan (MMRP) Work	\$2,362,855
Visual Impact Assessment Quality Mitigation Measures (VIAMM) Work	\$97,914
As-Needed Management of Non-Clean Fill Exported Soils	\$64,002
LMR System Other Direct Costs	\$950,050
Grants Analyst	\$829,161
<b>LMR System Total</b>	<b>\$59,022,996</b>

<b>LTE SYSTEM</b>	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$1,191,912
Phase 2 – Site Construction and Site Modification	\$5,288,848
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$2,281,777
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$588,133
<b>LTE System Total</b>	<b>\$11,285,062</b>

<b>PUBLIC SAFETY BROADBAND NETWORK (PSBN) ROUND 2 PROJECT IMPLEMENTATION PLAN (PIP) WORK</b>	
PSBN Round 2 PIP Work	\$5,430,150
PSBN Round 2 Work	\$2,766,729
Grants Analyst	\$189,871
Removal of Unexpended Funds	(\$351,726)
<b>PSBN Round 2 PIP Work Total</b>	<b>\$8,035,024</b>

<b>MAXIMUM CONTRACT SUM</b>	<b>\$78,343,082</b>
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## ATTACHMENT B RATE SCHEDULE

Los Angeles Regional Interoperable Communications Systems  
(LA-RICS) – Rate/Position Schedule: November 2022

Position	Name	Rate
Program Director	Justin Delfino	\$189
Program Manager	Steve Page	\$189
Deputy Program Manager	Riad El Masri	\$179
Senior Project Manager – Construction	Vacant	\$174
Senior Project Manager – Environmental	Vacant	\$174
Senior Project Manager –Technology	Steve Doherty	\$174
Document Control	Vacant	\$69
Administration	Nadine Luscombe	\$58
Project Manager – Entitlements	Paul Gamarra	\$168
Project Manager – Implementation	Vacant	\$154
Change Management Lead	Marissa Bosque	\$89
Environmental Lead	Carl Rykaczewski	\$168
Environmental Lead	Vacant	\$168
Environmental Subject Matter Expert	Vacant	\$168
Environmental Subject Matter Expert	Vacant	\$168
Environmental Subject Matter Expert	Vacant	\$168
Environmental Monitor	Field MMRP Staff	\$120
Senior Specialist	Brenda Weith	\$158
Senior Specialist	David Charlton	\$158
Senior Specialist	Vacant	\$158
Specialist	Tiffany Nguyen	\$137
GIS/Graphics Specialist	Andy Priest	\$137
GIS/Graphics Specialist	Vacant	\$137
Technical Editor	Linda St. John	\$105
System Design – Backbone Network	Walter "Tim" Rabbit	\$163
System Design – RF Network	Dana Gower	\$163
Supply and Staging – Site Equipment	Vacant	\$168
Team Leader – P.E. Technology	Vacant	\$163
Team Leader – P.E. Construction	Michael Laughlin	\$163
Electrical Engineer	Michael Molinari	\$116
Structural Engineer	Sean O'Sullivan	\$139
Project Engineer Field Team – Technology	Justin Compito	\$158
Project Engineer Field Team – Site/Civil	Richard Gutierrez	\$158
Project Engineer Field Team – Site/Civil	Evan Qiuxingyu	\$158
Project Engineer Field Team – Site/Civil	Vacant	\$158
Contract Administration – Internal	Vacant	\$168
Community Outreach Support	Vacant	\$205
Site Access/Zoning	Vacant	\$116
Scheduling	Vacant	\$149
Program Controls Manager	Vacant	\$174

<b>Position</b>	<b>Name</b>	<b>Rate</b>
System Manager – LMR	Eric Steinberger	\$168
System Manager – LTE	Vacant	\$168
Construction Manager – Site/Civil	Vacant	\$158
Environmental Subcontract	Vacant	\$205
Site Assessment	Vacant	\$149
Constructability/Design Review	Vacant	\$149
Scheduler Support	Vacant	\$137
Estimating	Robert Petri	\$149
Warranty Support	Vacant	\$168
Labor Compliance	Vacant	\$158
Grant Analyst	Vanessa Montes	\$83

**ATTACHMENT D  
ADMINISTRATION OF AGREEMENT**

**Authority's Representatives**

▪ **Executive 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's Authorized Representative**

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)

**Consultant Key Personnel**

▪ **Consultant Program Director**

Justin Delfino  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (480) 393-6682  
Email: [Justin.Delfino@jacobs.com](mailto:Justin.Delfino@jacobs.com)

▪ **Consultant Program Manager**

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Monterey Park, CA 91754  
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Email: [Steve.Page@jacobs.com](mailto:Steve.Page@jacobs.com)



- **Consultant Deputy Program Manager**

Riad El Masri  
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Monterey Park, CA 91754  
Phone: (323) 881-8183  
Email: [Riad.ElMasri@jacobs.com](mailto:Riad.ElMasri@jacobs.com)

- **System Manager – LMR**

Eric Steinberger  
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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

November 3, 2022

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

Dear Directors:

### **APPROVE AMENDMENT NO. 105 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO (LMR) SYSTEM**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 105/Unilateral Amendment No. 30 to Agreement No. LA-RICS 007 (Agreement) which reflects a cost reduction in the amount of \$358,830.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve Amendment No. 105/Unilateral Amendment No. 30 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect a decrease in certain scope and corresponding cost in the amount of \$358,830.
2. Authorize a decrease to the Maximum Contract Sum in an amount of \$358,830 from \$216,275,434 to \$215,916,604 when taking the recommended action into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 105/Unilateral Amendment No. 30, in substantially similar form to the enclosed Amendment (Enclosure).

#### **BACKGROUND**

As we approach the acceptance of certain subsystems and the implementation and optimization phase of the LMR System, it is necessary to reconcile the Agreement to reflect payment milestones for work that will and will not be performed. The Authority has

been working closely with MSI to reconcile the Agreement to ensure the LMR Schedule of Payments is updated to reflect only those payment milestones that are applicable to work that will be performed through System Acceptance.

On September 1, 2022, Amendment No. 104 was presented to your Board, which reflected a reduction in the amount \$366,556. However, despite the Authority and MSI working together to develop the reconciliation amendment, MSI ultimately refused to execute, claiming ten (10) of the eighteen (18) reduced Change Orders (CORs) were lump sum and the "deliverable" for each COR was performed despite MSI submitting Work Acceptance Certificates (WACs) noting reduced work and corresponding reduced values. While MSI claims staff mistakenly reduced the cost of lump sum work, the Authority informed MSI that it cannot pay for work where MSI acknowledged in writing certain work was not performed. As MSI refused to execute the amendment, we are proceeding with a Unilateral Amendment, which is presented to your Board for consideration as Amendment No. 105/Unilateral Amendment No. 30.

You will notice the cost reduction reflected in this Amendment No. 105/Unilateral Amendment No. 30 reflects the same reduction of design and engineering work with the exception of \$7,726 for certain work that will be maintained and paid in the Agreement. This again reflects the removal of certain design and engineering work that is no longer needed as well as certain equipment and provisioning work that was either replaced or eliminated as final sites were configured.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 105/Unilateral Amendment No. 30 to reconcile the Agreement for a cost decrease to the Maximum Contract Sum in the amount of \$358,830. It is necessary to reconcile the Agreement, in particular the Schedule of Payments to reflect only those payment milestones for work that will be performed as well as ensure that such payments are actualized.

#### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 105/Unilateral Amendment No. 30 will result in decrease to the Maximum Contract Sum in the amount of \$358,830 from \$216,275,434 to \$215,916,604.

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

The Authority's counsel has reviewed the recommended actions and approved as to form.

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

cc: Counsel to the Authority

**AMENDMENT NUMBER ONE HUNDRED FIVE  
(UNILATERAL AMENDMENT NUMBER THIRTY)  
TO AGREEMENT NO. LA-RICS 007  
FOR**

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

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**RECITALS**

This Amendment Number One Hundred Five – Unilateral Amendment Number Thirty (together with all exhibits, attachments, and schedules hereto, "hereinafter Unilateral Amendment No. 30") is unilaterally issued by the Los Angeles Regional Interoperable Communications System Authority ("Authority") pursuant to Section 2.3.6 (Unilateral Amendment) of the Agreement, and is effective as of November \_\_\_\_, 2022, based on the following recitals:

The Authority and Motorola Solutions, Inc. ("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 subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers One through Fifty-Nine.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty – Unilateral Amendment Number One, issued May 18, 2021, to (a) make changes necessary to incorporate certain LMR change orders for the DPK, FRP, MIR and MTL2 sites as further described in Unilateral Amendment No. 1 for a not to exceed cost increase in the amount of \$39,866 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$39,866 from \$287,407,190 to \$287,447,056 for the Work contemplated in Unilateral Amendment No. 1; and (c) make other certain changes as set forth in Unilateral Amendment No. 1.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-One – Unilateral Amendment Number Two, issued June 29, 2021, to (a) incorporate a certain LMR change order for the RPVT site as further described in Unilateral Amendment No. 2 for a not to exceed cost increase in the amount of \$257,862 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$257,862 from \$287,447,056 to \$287,704,918 for the Work contemplated in Unilateral Amendment No. 2; and (c) make other certain changes as set forth in Unilateral Amendment No. 2.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Two – Unilateral Amendment Number Three, issued July 13, 2021, to (a) incorporate a certain LMR change order for the ESR site as further described in Unilateral Amendment No. 3 for a not to exceed cost increase in the amount of \$14,205 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$14,205 from \$287,704,918 to \$287,719,123 for the Work contemplated in Unilateral Amendment No. 3; and (c) make other certain changes as set forth in Unilateral Amendment No. 3.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Sixty-Three and Sixty-Four.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Five – Unilateral Amendment Number Four, issued August 12, 2021, to (a) reconcile Phase 2 Work for the SPH site reflected in a Change Order Modification as further described in Unilateral Amendment No. 4 for a not to exceed cost increase in the amount of \$945,937; (b) increase the Maximum Contract Sum by \$945,937 from \$287,738,017 to \$288,683,954, for the Work contemplated in Unilateral Amendment No. 4; and (c) make other certain changes as set forth in Unilateral Amendment No. 4.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Six – Unilateral Amendment Number Five, issued August 19, 2021, to (a) incorporate a certain LMR change order for the MML site as further described in Unilateral Amendment No. 5 for a cost increase in the amount of \$104,344; (b) increase the Maximum Contract Sum by \$104,344 from \$288,683,954 to \$288,788,298, for the Work contemplated in Unilateral Amendment No. 5; and (c) make other certain changes as set forth in Unilateral Amendment No. 5.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Seven – Unilateral Amendment Number Six, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Black Jack Peak (BJM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 6 for a cost increase in the amount of \$60,220; (b) increase the Maximum Contract Sum by \$60,220 from \$288,788,298 to \$288,848,518, for the Work contemplated in Unilateral Amendment No. 6; and (c) make other certain changes as set forth in Unilateral Amendment No. 6.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Eight – Unilateral Amendment Number Seven, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Castro Peak (CPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 7 for a cost increase in the amount of \$78,061; (b) increase the Maximum Contract Sum by \$78,061 from \$288,848,518 to \$288,926,579, for the Work contemplated in Unilateral Amendment No. 7; and (c) make other certain changes as set forth in Unilateral Amendment No. 7.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Nine – Unilateral Amendment Number Eight, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Dakin Peak (DPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 8 for a cost increase in the amount of \$66,682; (b) increase the Maximum Contract Sum by \$66,682 from \$288,926,579 to \$288,993,261, for the Work contemplated in Unilateral Amendment No. 8; and (c) make other certain changes as set forth in Unilateral Amendment No. 8.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy – Unilateral Amendment Number Nine, issued August 19, 2021, to, (a) incorporate a certain LMR change order for the Green Mountain (GRM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 9 for a cost increase in the amount of \$31,320; (b) increase the Maximum Contract Sum by \$31,320 from \$288,993,261 to \$289,024,581, for the Work contemplated in Unilateral Amendment No. 9; and (c) make other certain changes as set forth in Unilateral Amendment No. 9.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-One – Unilateral Amendment Number Ten, issued August 19, 2021, to (a) incorporate a certain LMR change order for the FS 72 (LACF072) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 10 for a cost increase in the amount of \$3,367; (b) increase the Maximum Contract Sum by \$3,367 from \$289,024,581 to \$289,027,948, for the Work contemplated in Unilateral Amendment No. 10; and (c) make other certain changes as set forth in Unilateral Amendment No. 10.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Two – Unilateral Amendment Number Eleven, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verde (RPVT) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 11 for a cost increase in the amount of \$8,044; (b) increase the Maximum Contract Sum by \$8,044 from \$289,027,948 to \$289,035,992, for the Work contemplated in Unilateral Amendment No. 11; and (c) make other certain changes as set forth in Unilateral Amendment No. 11.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Three – Unilateral Amendment Number Twelve, issued August 19, 2021, to (a) incorporate a certain LMR change order for the San Pedro Hill (SPH) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 12 for a cost increase in the amount of \$7,761; (b) increase the Maximum Contract Sum by \$7,761 from \$289,035,992 to \$289,043,753, for the Work contemplated in Unilateral Amendment No. 12; and (c) make other certain changes as set forth in Unilateral Amendment No. 12.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Four – Unilateral Amendment Number Thirteen, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Tower Peak (TWR) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 13 for a cost increase in the amount of \$54,558; (b) increase the Maximum Contract Sum by \$54,558 from \$289,043,753 to \$289,098,311, for the Work contemplated in Unilateral Amendment No. 13; and (c) make other certain changes as set forth in Unilateral Amendment No. 13.



This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Five – Unilateral Amendment Number Fourteen, issued, September 3, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verdes Tee Course (RPVT) site related to utility power work as further described in Unilateral Amendment No. 14 for a cost increase in the amount of \$286,577; (b) increase the Maximum Contract Sum by \$286,577 from \$289,098,311 to \$289,384,888, for the Work contemplated in Unilateral Amendment No. 14; and (c) make other certain changes as set forth in Unilateral Amendment No. 14.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Six – Unilateral Amendment No. 15, issued September 3, 2021, to (a) incorporate a certain LMR change order for the Topanga Peak (TOP Relay) site related to zoning application as further described in Unilateral Amendment No. 15 for a cost increase in the amount of \$24,740; (b) increase the Maximum Contract Sum by \$24,740 from \$289,384,888 to \$289,409,628, for the Work contemplated in Unilateral Amendment No. 15; and (c) make other certain changes as set forth in Unilateral Amendment No. 15.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Number Seventy-Seven.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Eight – Unilateral Amendment No. 16, issued September 24, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to utility power work as further described in Unilateral Amendment No. 16 for a cost increase in the amount of \$7,300; (b) increase the Maximum Contract Sum by \$7,300 from \$289,425,758 to \$289,433,058 for the Work contemplated in Unilateral Amendment No. 16; and (c) make other certain changes as set forth in Unilateral Amendment No. 16.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Nine – Unilateral Amendment No. 17, issued September 29, 2021, to (a) incorporate a certain LMR change order for the San Pedro Hill (SPH) site related to utility power work as further described in Unilateral Amendment No. 17 for a cost increase in the amount of \$41,045; (b) increase the Maximum Contract Sum by \$41,045 from \$289,433,058 to \$289,474,103 for the Work contemplated in Unilateral Amendment No. 17; and (c) make other certain changes as set forth in Unilateral Amendment No. 17.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Eighty – Unilateral Amendment No. 18, issued October 08, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak (BUR1) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 18 for a cost increase in the amount of \$18,960; (b) make changes necessary to remove from further consideration Amendment No. 78 – Unilateral Amendment No. 16 related to utility power work at Burnt Peak 1 (BUR1) site for a cost decrease in the amount of \$7,300; (c) increase the Maximum Contract Sum by the net

amount of \$11,660 from \$289,474,103 to \$289,485,763 when taking the actions contemplated in Unilateral Amendment No. 18 into consideration; and (d) make other certain changes as set forth in Unilateral Amendment No. 18.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Eighty-One, Eighty-Two, and Eighty-Three.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Eighty-Four – Unilateral Amendment No. 19, issued November 5, 2021, to (a) incorporate a certain LMR change order for the various sites related to field implementation of USFS VIAMM requirements as further described in Unilateral Amendment No. 19 for a cost increase in the amount of \$168,928; (b) increase the Maximum Contract Sum by \$168,928 from \$289,632,704 to \$289,801,632; and (c) make other certain changes as set forth in Unilateral Amendment No. 19.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Eighty-Five and Eighty-Six.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Eighty-Seven – Unilateral Amendment No. 20, issued January 28, 2022, to (a) incorporate a certain LMR change order in order to supply and install 40-feet of waveguide bridge at the Rolling Hills Transmit (RHT) site as further described in Unilateral Amendment No. 20 for a cost increase in the amount of \$5,266; (b) increase the Maximum Contract Sum by \$5,266 from \$214,682,188 to \$214,687,454; and (c) make other certain changes as set forth in Unilateral Amendment No. 20.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Number Eighty-Eight.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Eighty-Nine – Unilateral Amendment No. 21, issued February 15, 2022, to (a) incorporate an LMR change order impacting three (3) sites (JPK2, LPC, and MML) related to field implementation of USFS VIAMM requirements as further described in Unilateral Amendment No. 21 for a cost increase in the amount of \$22,297; (b) increase the Maximum Contract Sum by \$22,297 from \$214,707,708 to \$214,730,005; and (c) make other certain changes as set forth in Unilateral Amendment No. 21.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Ninety, Ninety-One and Ninety-Two.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Ninety-Three – Unilateral Amendment No. 22, issued June 06, 2022, to (a) incorporate an LMR Change Order in order to provide additional electromagnetic measurements at the Signal Hill (SGH) site as further described in Unilateral Amendment No. 22 for a cost increase in the amount of \$7,994; (b) increase

the Maximum Contract Sum by \$7,994 from \$215,255,548 to \$215,263,542; and (c) make other certain changes as set forth in Unilateral Amendment No. 22.

The Agreement has been previously amended unilaterally pursuant to Amendment Number Ninety-Four – Unilateral Amendment No. 23, issued June 14, 2022, to (a) incorporate an LMR Change Order to remove certain equipment from the tower at the BKK Landfill (BKK) site as further described in Unilateral Amendment No. 23 for a cost increase in the amount of \$4,329; (b) increase the Maximum Contract Sum by \$4,329 from \$215,263,542 to \$215,267,871; and (c) make other certain changes as set forth in Unilateral Amendment No. 23.

The Agreement has been previously amended unilaterally pursuant to Amendment Number Ninety-Five – Unilateral Amendment No. 24, issued June 14, 2022, to (a) incorporate an LMR Change Order to perform subsurface investigation soil sampling work at the LACFDEL site as further described in Unilateral Amendment No. 24 for a cost increase in the amount of \$13,099; (b) increase the Maximum Contract Sum by \$13,099 from \$215,267,871 to \$215,280,970; and (c) make other certain changes as set forth in Unilateral Amendment No. 24.

The Agreement has been previously amended unilaterally pursuant to Amendment Number Ninety-Six – Unilateral Amendment No. 25, issued June 14, 2022, to (a) incorporate an LMR Change Order to perform new design/Phase 1 work and perform additional slope stability work at the Mirador (MIR) site as further described in Unilateral Amendment No. 25 for a cost increase in the amount of \$26,197; (b) increase the Maximum Contract Sum by \$26,197 from \$215,280,970 to \$215,307,167; and (c) make other certain changes as set forth in Unilateral Amendment No. 25.

The Agreement has been previously amended unilaterally pursuant to Amendment Number Ninety-Seven – Unilateral Amendment No. 26, issued June 14, 2022, to (a) incorporate an LMR Change Order to terminate certain easement work at the Signal Hill (SGH) site as further described in Unilateral Amendment No. 26 for a cost increase in the amount of \$3,881; (b) increase the Maximum Contract Sum by \$3,881 from \$215,307,167 to \$215,311,048; and (c) make other certain changes as set forth in Unilateral Amendment No. 26.

The Agreement has been previously amended unilaterally pursuant to Amendment Number Ninety-Eight – Unilateral Amendment No. 27, issued June 14, 2022, to (a) incorporate an LMR Change Order to perform additional topography work at the East Sunset Ridge (ESR) site as further described in Unilateral Amendment No. 27 for a cost increase in the amount of \$2,100; (b) increase the Maximum Contract Sum by \$2,100 from \$215,311,048 to \$215,313,148; and (c) make other certain changes as set forth in Unilateral Amendment No. 27.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Number Ninety-Nine.

The Agreement has been previously amended unilaterally pursuant to Amendment Number One-Hundred – Unilateral Amendment No. 28, issued June 29, 2022 to (a) incorporate an LMR Change Order for work related to incremental specialty fencing costs at Dakin Peak (DPK) and Tower Peak (TWR) due to a zoning requirement from the Los Angeles County Department of Regional Planning for a cost increase in the amount of \$48,907; (b) increase the Maximum Contract Sum by \$48,907 from \$215,324,765 to \$215,373,672; and (c) make other certain changes as set forth in Unilateral Amendment No. 28.

The Agreement has been previously amended unilaterally pursuant to Amendment Number One Hundred One – Unilateral Amendment No. 29, issued June 29, 2022 to (a) incorporate an LMR Change Order for access road maintenance work at the Pine Mountain (PMT) site for a cost increase in the amount of \$4,887; (b) increase the Maximum Contract Sum by \$4,887 from \$215,373,672 to \$215,378,559; and (c) make other certain changes as set forth in Unilateral Amendment No. 29.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers One Hundred Two, One Hundred Three, and One Hundred Four.

The Agreement permits the Authority to issue Unilateral Amendments pursuant to Section 2.3.6 (Unilateral Amendment) and Section 2.3.10.2 (Unilateral Amendment), and the Authority has determined a Unilateral Amendment needs to be issued.

The Authority is unilaterally amending the Agreement to make changes necessary to (a) reconcile Exhibit C.2 (Phase 1 – System Design) to reflect a cost decrease in an amount of \$122,264; (b) reconcile Exhibit C.17 (LMR Change Order Modifications) to reflect a cost decrease in an amount of \$120,647; (c) reconcile Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation) to reflect a cost decrease in the amount of \$115,920; (d) reflect a cost neutral transfer of discounts from Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C.15 (LMR System Discounts) in the amount of \$361,900; (e) reflect a cost neutral transfer of a discount from Exhibit C.17 (LMR Change Order Modifications) to Exhibit C.3 (Phase 2 – Site Construction and Site Modification) in the amount of \$121,819; (f) reflect an adjustment to holdback in the amount of \$64,774; (g) decrease the Maximum Contract Sum by \$358,830 from \$216,275,434 to \$215,916,604; and; and (h) make other certain changes as set forth in this Unilateral Amendment No. 30.

This Unilateral Amendment No. 30 is authorized under Section 2 (Changes to Agreement) and Section 2.3.6 (Unilateral Amendment) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Unilateral Amendment No. 30, and for other valuable consideration, the Authority issues the following:

**AMENDMENT NO. 105 (UNILATERAL AMENDMENT NO. 30)****AGREEMENT NO. LA-RICS 007**

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 Unilateral Amendment No. 30 refer to sections of the Base Document, as amended by this Unilateral Amendment No. 30.
2. Unilateral Amendment for Reconciliations. Pursuant to Section 2.3.6 (Unilateral Amendment) of Agreement No. LA-RICS 007, this Unilateral Amendment No. 30 is issued by the Authority and hereby reconciles the Agreement to reflect the removal of the scope and corresponding value as set forth in table below and shall be removed from the relevant portions of Exhibit C (Schedule of Payments) as contemplated and attached to this Amendment No. 104. Additionally, the Agreement will be reconciled to reflect a cost neutral transfer of discounts from Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C.15 (LMR System Discounts) in the amount of \$361,900. The agreement will also reflect a cost neutral transfer of a discount from Exhibit C.17 (LMR Change Order Modifications) to Exhibit C.3 (Phase 2 – Site Construction and Site Modification) in the amount of \$121,819 as well as adjust the holdback for all the reconciliations listed below in the amount of \$64,774.

As stated in this Section 2 to this Unilateral Amendment No. 30, amounts set forth in Exhibit C.21 (LMR Unilateral Amendments) of Exhibit C (Schedule of Payments) are included into the Agreement under Section 4.8, which is attached to this Unilateral Amendment No. 30.

Item No.	Site ID/Description	Exhibit	Amount
1.	Permit Approval for TOP	Remove from Phase 1 (Exhibit C.2)	(\$2,379)
2.	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)	Remove from Phase 1 (Exhibit C.2)	(\$5,724)
3.	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)	Remove from Phase 1 (Exhibit C.2)	(\$2,862)
4.	Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	Remove from Phase 1 (Exhibit C.2)	(\$25,493)
5.	Subscriber Maintenance for 454 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year) (Service from the Start - LITE)	Remove from Phase 1 (Exhibit C.2)	(\$85,806)
6.	Phase 1 Work Location Change for LACFDEL	Remove from Change Order Modifications (Exhibit C.17)	(\$16,306)
7.	New Phase 1 Work for UNIV	Remove from Change Order Modifications (Exhibit C.17)	(\$10,125)
8.	New Phase 1 Work for RPVT	Remove from Change Order Modifications (Exhibit C.17)	(\$9,888)
9.	Redesign Work for UNIV and CTYWLK	Remove from Change Order Modifications (Exhibit C.17)	(\$1,018)
10.	Outdoor Power System and Equipment at TOP	Remove from Change Order Modifications (Exhibit C.17)	(\$488)
11.	Antenna Powder Coating at Various Sites	Remove from Change Order Modifications (Exhibit C.17)	(\$254)
12.	Addition of Microwave Link at RIH	Remove from Change Order Modifications (Exhibit C.17)	(\$7,767)



**AMENDMENT NO. 105 (UNILATERAL AMENDMENT NO. 30)****AGREEMENT NO. LA-RICS 007**

Item No.	Site ID/Description	Exhibit	Amount
13.	Addition of Microwave Link at UNIV	Remove from Change Order Modifications (Exhibit C.17)	(\$5,872)
14.	LARTCS VHF Frequency Changes at Various Sites	Remove from Change Order Modifications (Exhibit C.17)	(\$6,870)
15.	Leased Fiber Link between FCCF and PLM	Remove from Change Order Modifications (Exhibit C.17)	(\$421)
16.	Addition of Microwave Link at SPH	Remove from Change Order Modifications (Exhibit C.17)	(\$61,638)
17.	Noise Floor Coverage Review Based on Monitoring Data	Remove from Exhibit C.19	(\$115,920)
TOTAL AMOUNT:			<b>(\$358,830 )</b>

**3. Amendments to the Base Document.**

3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular 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 Fifteen Million, Nine Hundred Sixteen Thousand, Six Hundred Four Dollars (\$215,916,604) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Fifty-Nine Million, Three Hundred Seventy-Six Thousand, Four Hundred Sixty-Six Dollars (\$159,376,466). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

**4. Amendments to Agreement Exhibits.**

4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.

4.2 Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Phase 1 – System Design), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.

- 4.3 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.
- 4.4 Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply LMR System Components), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.
- 4.5 Exhibit C.15 (LMR System Discounts) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.15 (LMR System Discounts), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.
- 4.6 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.
- 4.7 Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.
- 4.8 Exhibit C.21 (LMR Unilateral Amendments) is deleted in its entirety and replaced with Exhibit C.21 (LMR Unilateral Amendments) to reflect the reconciliation cost in the amount of \$358,830 , which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.
- 4.9 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Unilateral Amendment No. 30 and incorporated herein by this reference.
- 5. This Unilateral Amendment No. 30 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 5.1 Los Angeles County Counsel has approved this Unilateral Amendment No. 30 as to form;
  - 5.2 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Unilateral Amendment No. 30; and



- 5.3 The Executive Director of the Authority has executed this Unilateral Amendment No. 30.
6. Except as expressly provided in this Unilateral Amendment No. 30, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. This Unilateral Amendment No. 30 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 ONE HUNDRED FIVE  
UNILATERAL AMENDMENT NUMBER THIRTY  
TO AGREEMENT NO. LA-RICS 007**

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

IN WITNESS WHEREOF, the Authority has hereto caused this Unilateral Amendment No. 30 to be executed on its behalf by its duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

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

Scott Edson  
Executive Director

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

DAWYN R. HARRISON  
Acting County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

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 <sup>(Note 1)</sup>	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,005	\$ 2,009,828	\$ 18,722,174
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 162,163,725</b>	<b>\$ 13,505,169</b>	<b>\$ 148,658,553</b>
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 162,163,725</b>	<b>\$ 13,505,169</b>	<b>\$ 204,557,072</b>
<del>Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup></del>	<del>\$ 19,109,375</del>	<del>\$ -</del>	<del>\$ 1,910,937</del>	<del>\$ 17,198,437</del>
<del>Mandatory Building Coverage Additive Alternate</del>	<del>\$ 29,828,448</del>	<del>\$ -</del>	<del>\$ 2,982,845</del>	<del>\$ 26,845,603</del>
<del>Metrorail Coverage Additive Alternate</del>	<del>\$ 4,792,260</del>	<del>\$ -</del>	<del>\$ 479,226</del>	<del>\$ 4,313,034</del>
<del>LMR System Maintenance for Additive Alternates</del>	<del>\$ 19,620,355</del>	<del>\$ -</del>	<del>\$ 1,962,036</del>	<del>\$ 17,658,320</del>
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,501,214	\$ 350,121	\$ 3,151,093
LMR Unilateral Amendments		\$ 1,395,361	\$ 139,536	\$ 1,255,825
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 1,067,683		\$ 1,067,683
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 175,915,301</b>	<b>\$ 21,680,270</b>	<b>\$ 284,787,984</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$175,915,301</b>			
<b>LMR Discounts <sup>(Note 2)</sup></b>	<b>-\$17,201,215</b>			
<b>MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$215,916,604</b>			

Note 1: 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., 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 3-22)	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	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.5	ENC1	Eneinal 1 (Fire Camp)	-	-	\$ -	\$ -	\$ -
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	-	-	\$ -	\$ -	\$ -

## 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 3-22)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF119	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF149	FS 149	-	-	\$ -	\$ -	\$ -
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	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	MDI	Mount Disappointment	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLE	Mount Lee	-	-	\$ -	\$ -	\$ -
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	-	-	\$ -	\$ -	\$ -
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 <i>(Note 2)</i>	-	-	\$ -	\$ -	\$ -
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)	-	-	\$ -	\$ -	\$ -
B.1.14.6	GRM	Green Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	HPK	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141

## 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 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
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	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF0119	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF149	FS 149	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF169	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFDEL	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	-	-	\$ -	\$ -	\$ -
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	MTF	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6	MVS	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	OAT	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ONK	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PHN	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PRG	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.6	RDNBPD	Redondo Beach PD	-	\$ -	\$ -	\$ -	\$ -
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	-	-	\$ -	\$ -	\$ -
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	-	-	\$ -	\$ -	\$ -
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	LAPDVC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
Subtotal for Phase 1:			\$ -	\$ -	\$ 9,722,558	\$ 916,528	\$ 8,806,030
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			\$ -	\$ -	\$ -
B.1.14.6		Permit Approval by Site					
B.1.14.6	APC	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3-22)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	BCHCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.6	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.6	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.6	OLI	Olinda			\$ -	\$ -	\$ -
<b>Subtotal for Additional Sites (Amendment No. 10)</b>			\$ -	\$ -	\$ 9,517	\$ 952	\$ 8,565
<b>LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 16)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	AGH	Agoura Hills			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CCT	Criminal Court (Foltz)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CRN	Cerro Negro			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	FRP	Frost Peak (Upper Blue Ridge)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GMT	Grass Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	H17A	H-17 Helipad			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
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	Porthead Tank			\$ -	\$ -	\$ -
B.1.14.5	VPK	Verdugo Peak County			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	AGH	Agoura Hills			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CCT	Criminal Court (Foltz)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CRN	Cerro Negro			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	FRP	Frost Peak (Upper Blue Ridge)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GMT	Grass Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	H17A	H-17 Helipad			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
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	Porthead Tank			\$ -	\$ -	\$ -
B.1.14.6	VPK	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 16)</b>			\$ -	\$ -	\$ 123,721	\$ 12,372	\$ 111,349
<b>LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 17)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	BUR1	Burnt Peak 1			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LARICSHQ	LA-RICS Headquarters			\$ 7,138	\$ 714	\$ 6,424
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	BUR1	Burnt Peak 1			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LARICSHQ	LA-RICS Headquarters			\$ 2,379	\$ 238	\$ 2,141
<b>Subtotal for Additional Sites (Amendment No. 17)</b>			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
<b>LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 18)</b>							
<b>B.1.14.5</b>	<b>Site Design Review Packages 75% Zoning Submittal by Site</b>						
B.1.14.5	BHS	Baldwin Hills County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BKK	BKK Landfill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPW38	Los Angeles County 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			\$ -	\$ -	\$ -
B.1.14.5	UCLA	UCLA (Factor Building)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WWY	Winding Way			\$ -	\$ -	\$ -
<b>B.1.14.6</b>	<b>Permit Approval by Site</b>						
B.1.14.6	BHS	Baldwin Hills County			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BKK	BKK Landfill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPW38	Los Angeles County DPW Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	POM	Pomona Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPV1	Rancho Palos Verdes			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SMMC	Santa Monica/UCLA Medical Center			\$ -	\$ -	\$ -
B.1.14.6	UCLA	UCLA (Factor Building)			\$ 2,379	\$ 238	\$ 2,141



## 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 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	WWY	Winding Way			\$ -	\$ -	\$ -
<b>Subtotal for Additional Sites (Amendment No. 18)</b>			\$ -	\$ -	\$ 57,102	\$ 5,710	\$ 51,392
<b>LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 21)</b>							
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						
B.1.14.5	JPK2	Johnstone Peak - 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	Permit Approval by Site						
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	Site Design Review Packages 75% Zoning Submittal by Site						
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	Permit Approval by Site						
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 DTNRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$ 114,476	\$ 1,030,282
B.3.2 to B.3.6		Three DTNRS 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 DTNRS	-	-	\$ 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			\$ -	\$ -	\$ -
<b>Subtotal for Core 2 Relocation:</b>			\$ -	\$ -	\$ -	\$ -	\$ -
<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
		DTNRS - 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>							
		DTNRS - 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

## 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 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
		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>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,169,047</b>	<b>\$ 116,248</b>	<b>\$ 1,052,799</b>
<b>PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1 (AMENDMENT NO. 2)</b>							
B.1.14.1		Detailed Project Description for Bounded Area Coverage at the following Sites: (Note 4)					
		Century Plaza	-	-	\$ 9,674	\$ 967	\$ 8,707
		LAC/HARBOR+UCLA MEDICAL CENTER	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS30	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 51	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 151	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 164	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 173	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 005	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 079	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 084	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 088	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 095	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Carson	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		San Pedro City Hall	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		West Hollywood Sheriff Station	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Bounded Area Coverage Project Descriptions:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 173,110</b>	<b>\$ 17,311</b>	<b>\$ 155,799</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES (AMENDMENT NO. 9)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Sites as follows:					
		Airport Courthouse (APC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Hills' Coldwater Canyon Park (BHCCPRK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Glen, Alternate Location (BVG-A)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Cerro Negro (CRN)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		LA City Hall East (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Loop Canyon (LPC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Lower Encinal Pump Station (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mirador (MIR)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Point Vicente (PVC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Portshead Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Westlake City Hall (WLK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Inglewood County Courthouse (ICC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pacific Design Center (PDC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Simpsons' Building (SIM)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Burnt Peak-3 (BUR3)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Frost Peak (Upper Blue Ridge) (FRP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Grass Mountain (GMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Johnstone Peak (JPK-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Josephine Peak (JOP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Magic Mountain (MML)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mount Lukens-2 (MTL2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pine Mountain (PMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Sunset Ridge-2 (SUN-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Helipad 69 Bravo (BRV)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Philip Water Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Nicholas Canyon Water Tower (NCWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 303,524</b>	<b>\$ 30,352</b>	<b>\$ 273,172</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 10)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Agoura Hills (AGH)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,674</b>	<b>\$ 1,167</b>	<b>\$ 10,507</b>
<b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 11)</b>							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Olinda	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		H-17A	-	-	\$ 11,674	\$ 1,167	\$ 10,507
<b>Total for Project Descriptions for Potential Replacement Sites:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,348</b>	<b>\$ 2,335</b>	<b>\$ 21,013</b>
<b>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:					

## 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 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
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>
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>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 105,066</b>	<b>\$ 10,507</b>	<b>\$ 94,559</b>
<b>PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)</b>							
		LACFI34			\$ -	\$ -	\$ -
<b>Total for System Redesign:</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</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>					<b>\$ 23,348</b>	<b>\$ 2,335</b>	<b>\$ 21,013</b>
<b>LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)</b>							
		License Coordination Fees	-	-	\$ 20,240	\$ -	\$ 20,240
<b>Total for License Coordination Fees:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,240</b>	<b>\$ -</b>	<b>\$ 20,240</b>
<b>PORTABLE RADIO EQUIPMENT, CONSOLETTES, &amp; CONSOLES (AMENDMENT NO. 7 and AMENDMENT 105)</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 - LIFE)			\$ -		\$ -
		APX Console/ APX 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.	-	-	\$ 216,215	\$ -	\$ 216,215
		Subscriber Maintenance for 20 APX 7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LIFE)			\$ -	\$ -	\$ -
		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 - LIFE)			\$ -	\$ -	\$ -
		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.			\$ -	\$ -	\$ -
<b>Total for Portable Radio Equipment, Consolettes, &amp; Consoles:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,029,572</b>	<b>\$ -</b>	<b>\$ 5,029,572</b>
<b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8 and AMENDMENT NO. 105)</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)			\$ -	\$ -	\$ -
		Performance Bond for Portable Radio Equipment	-	-	\$ 13,445	\$ -	\$ 13,445
<b>Total for Portable Radio Equipment:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,585,200</b>	<b>\$ -</b>	<b>\$ 3,585,200</b>
<b>POWER LOAD STUDY COSTS (AMENDMENT NO. 10)</b>							
2.2.16		Power Load Study Cost(s)					
		Airport Courthouse (APC)			\$ 8,425	\$ -	\$ 8,425
		Inglewood Courthouse (ICC)			\$ 8,425		\$ 8,425
<b>Total for Power Load Study Costs:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,850</b>	<b>\$ -</b>	<b>\$ 16,850</b>
<b>FCC LICENSING (AMENDMENT NO. 12)</b>							
B.1.6		FCC Licensing - Frequency Planning	-	-	\$ 284,041	\$ 28,404	\$ 255,637
		Licensing all LMR Subsystem Frequencies at all LMR Subsystem Sites	-	-	\$ 51,348	\$ 5,135	\$ 46,213
		RF Engineering Services	-	-	\$ 73,728	\$ 7,373	\$ 66,355
		Project Management Services for FCC Licensing	-	-	\$ 14,000	\$ 1,400	\$ 12,600

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>Total for FCC Licensing:</b>			-	-	\$ 423,117	\$ 42,312	\$ 380,805
<b>SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)</b>							
		SOW			\$	\$	\$
		UHF Stations			\$	\$	\$
		700 MHz Stations			\$	\$	\$
		Satellite Terminal			\$	\$	\$
		PTP800 Backhaul			\$	\$	\$
		Motobridge			\$	\$	\$
		Station B			\$	\$	\$
		UHF Stations			\$	\$	\$
		700 MHz Stations			\$	\$	\$
		Trailer			\$	\$	\$
		Satellite Terminal			\$	\$	\$
		PTP800 Backhaul			\$	\$	\$
		Motobridge			\$	\$	\$
		Early Equipment Shipment			\$	\$	\$
		Core 1 & Repeater Sites			\$	\$	\$
		Core 2 Equipment			\$	\$	\$
Base:22.3.2		Performance Bond for Specified Equipment Bridge Warranty			\$	\$	\$
<b>Total for Specified Equipment Bridge Warranty:</b>					\$	\$	\$
<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			\$	\$	\$
		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)			\$	\$	\$
		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			\$	\$	\$
		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			\$	\$	\$
		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)			\$	\$	\$
<b>Total for Portable Radio Equipment</b>					\$ -		\$ -
<b>LEASE EXHIBIT (AMENDMENT NO. 13)</b>							
		Baldwin Hills			\$	\$	\$
		Black Jack Peak			\$	\$	\$
		Bald Mountain			\$	\$	\$
		Compton Court Building			\$	\$	\$
		Claremont			\$	\$	\$
		Castro Peak			\$	\$	\$
		Dakin Peak			\$	\$	\$
		Encinal 1 (Fire Camp)			\$	\$	\$
		L.A. County Fire Command			\$	\$	\$
		Green Mountain			\$	\$	\$
		Hauser Peak			\$	\$	\$
		Mira Loma Facility			\$	\$	\$
		Mount McDill			\$	\$	\$
		Monte Vista (Star Center)			\$	\$	\$
		Oat Mountain			\$	\$	\$
		Oat Mountain Nike			\$	\$	\$
		Puente Hills			\$	\$	\$
		Pomona 1620 Hillcrest			\$	\$	\$
		Rolling Hills Transmit			\$	\$	\$
		Rio Hondo			\$	\$	\$
		San Dimas			\$	\$	\$
		Signal Hill			\$	\$	\$
		Saddle Peak			\$	\$	\$
		Topanga Peak			\$	\$	\$
		Tejon Peak			\$	\$	\$
		Tower Peak			\$	\$	\$
		100 Wilshire			\$	\$	\$
		Airport Courthouse			\$	\$	\$

## 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 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
		Olinda			\$	\$	\$
		<b>Total for Lease Exhibit</b>			\$	\$	\$
<b>STATION B &amp; SOW REPROGRAMMING (AMENDMENT NO. 14)</b>							
		Equipment			\$ 15,260		\$ 15,260
		MSI Design and Implementation Services			\$ 43,848		\$ 43,848
		Special Temporary Authority			\$ 5,148		\$ 5,148
		<b>Total for Station B &amp; Sow Reprogramming</b>			\$ 64,256	\$ -	\$ 64,256
<b>SYSTEM REDESIGN (AMENDMENT NO. 16)</b>							
		LMR System Redesign			\$ 1,054,440	\$ -	\$ 1,054,440
		<b>Total for System Redesign:</b>			\$ 1,054,440	\$ -	\$ 1,054,440
<b>3D MODELING (AMENDMENT NO. 20)</b>							
		3D Modeling			\$ 6,534	\$ 653	\$ 5,881
		<b>Total for Phase 3 Credits:</b>			\$ 6,534	\$ 653	\$ 5,881
<b>ADAPTERS FOR DISPATCHER HEADSETS FOR COMPATABILITY WITH CONSOLETTES (AMENDMENT NO. 23)</b>							
		Adapters for Dispatcher Headsets for Compatability with Console Desk Radios (6 at \$158 Each)			\$	\$	\$
		<b>Total for Adapters for Dispatcher Headset for Compatability with Console Desk Radios:</b>			\$ -	\$ -	\$ -
<b>LA-RICS Uninterruptible Power Supply (UPS) EQUIPMENT REMOVAL (AMENDMENT NO. 34 and AMENDMENT NO. 35)</b>							
		Removal of LA-RICS UPS equipment located at the LAPDVDC site			\$ 6,611	\$ -	\$ 6,611
		<b>Total for LA-RICS Uninterruptible Power Supply (UPS) Equipment Removal:</b>			\$ 6,611	\$ -	\$ 6,611
<b>Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 34)</b>							
		Bridge Warranty Extension for the Early Deployment/Specified Equipment			\$	\$	\$
		<b>Total for Early Deployment/Specified Equipment Bridge Warranty Extension:</b>			\$ -	\$ -	\$ -
<b>Total for Phase 1 - System Design</b>			\$ -	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489

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 Implementation") to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

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

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

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

Note 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, consolets, 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. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8,9)</small>	Credits <small>(Note 11)</small>	Contract Sum - Payable Amount for Phase 1 <small>(Notes 3-22)</small>	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.

Note 22: Pursuant to Amendment No. Twenty-Two, two (2) LMR System Site was removed from further consideration in Phases 1-4.

## 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 Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.2.2</b>		<b>Site Construction</b>						
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 1,064,006	\$ 106,401	\$ 957,605
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ 7,780	\$ 778	\$ 7,002
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 1,036,474	\$ 103,647	\$ 932,826
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JKK	Johnstone Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF099	FS 99		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 414,671	\$ 41,467	\$ 373,204
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 213,691	\$ 16,923	\$ 196,768
B.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 770,946	\$ 77,095	\$ 693,851
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 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
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 735,910	\$ 73,591	\$ 662,319
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -



## 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 Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MCI	MCI				\$ 119,825	\$ 11,983	\$ 107,843
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 406,568	\$ 40,657	\$ 365,911
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 1,019,370	\$ 101,937	\$ 917,433
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		\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ 186,715
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Site Construction and Modifications Site Detail				\$ -	\$ -	\$ 16,487,864	\$ 1,625,669	\$ 14,862,195
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.2.2		Site Construction						
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF136	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
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		\$ -	\$ -	\$ 1,581,819	\$ 158,182	\$ 1,423,637
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ 297,580
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 475,498	\$ 47,550	\$ 427,948
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MIR	Mirador		\$ -	\$ -	\$ 378,655	\$ 37,866	\$ 340,790
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		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 212,651	\$ 21,265	\$ 191,386
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 1,226,334	\$ 122,633	\$ 1,103,701
B.2.2	PWT	Portshead Tank		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 9,586,335	\$ 928,876	\$ 8,657,460
		Project Management	Included		\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803

## 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 Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
		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	\$ 8,066,940
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
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
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.2.2		Site Construction						
B.2.2	LAN	Lancaster		\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.2.2		Site Construction						
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
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 733,129	\$ 73,313	\$ 659,816
ADDITIONAL SITES (AMENDMENT NO. 29)								
B.2.2		Site Construction						
B.2.2	POM	Pomona Courthouse				\$ 308,134	\$ 30,813	\$ 277,321
Subtotal for Additional Sites (Amendment No. 29)						\$ 308,134	\$ 30,813	\$ 277,321
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.2.2		Site Construction						
B.2.2	UNIV	Universal Studios				\$ 425,840	\$ 42,584	\$ 383,256
Subtotal for Additional Sites (Amendment No. 30)						\$ 425,840	\$ 42,584	\$ 383,256
ADDITIONAL SITE (AMENDMENT NO. 34)								
B.2.2		Site Construction						
B.2.2	INDWT	Industry Water Tank				\$ 503,314	\$ 50,331	\$ 452,983
Subtotal for Additional Sites (Amendment No. 34)						\$ 503,314	\$ 50,331	\$ 452,983
ADDITIONAL SITE (AMENDMENT NO. 35)								
B.2.2		Site Construction						
B.2.2	WWY	Winding Way				\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)						\$ -	\$ -	\$ -
ADDITIONAL SITE (AMENDMENT NO. 36)								
B.2.2		Site Construction						
B.2.2	SPH	San Pedro Hill				\$ 1,190,563	\$ 119,056	\$ 1,071,507
Subtotal for Additional Sites (Amendment No. 36)						\$ 1,190,563	\$ 119,056	\$ 1,071,507
ADDITIONAL SITE (AMENDMENT NO. 50)								
B.2.2		Site Construction						
B.2.2	ESR	East Sunset Ridge				\$ 1,149,568	\$ 114,957	\$ 1,034,611
Subtotal for Additional Sites (Amendment No. 50)						\$ 1,149,568	\$ 114,957	\$ 1,034,611

## 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 Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)				\$ -	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744

**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 activites contemplated in this Phase 2, Unilateral Option Sums, not previosly 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.

**Note 5:** Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.

## EXHIBIT C.4 - SCHEDULE OF PAYMENTS

### PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13, 14,15)</small>	DTVRS	ACVRS	LARTCS	NMDN <small>(Note 17)</small>	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8, 16)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ -	\$ 311,506	\$ 121,145	\$ 225,595	\$ -	\$ 28,058	\$ -	\$ 686,304	\$ 68,630	\$ 617,674
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ -	\$ 1,351,696	\$ -	\$ 171,631	\$ -	\$ 36,032	\$ -	\$ 1,559,359	\$ -	\$ 1,559,359
B.3.2 to B.3.6	BRK	Blue-Rook	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ 36,176	\$ -	\$ 690,266	\$ -	\$ 690,266
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	\$ -	\$ 51,596	\$ -	\$ 1,299,870	\$ 129,987	\$ 1,169,883
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ -	\$ 746,192	\$ 236,731	\$ 112,217	\$ -	\$ 39,605	\$ -	\$ 1,134,745	\$ 113,475	\$ 1,021,271
B.3.2 to B.3.6	ELSGDDPD	El-Segundo-PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire-Camp)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 376,417	\$ 85,781	\$ 146,327	\$ -	\$ 64,131	\$ -	\$ 672,656	\$ 67,266	\$ 605,390
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ -	\$ 917,311	\$ 145,772	\$ 296,409	\$ -	\$ 46,753	\$ -	\$ 1,406,245	\$ -	\$ 1,406,245
B.3.2 to B.3.6	JPK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF028	FS-28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS-56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS-71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS-72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACF077	FS-77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS-84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS-91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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 <small>(Note 4)</small>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower-Blue-Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ 548,134	\$ 254,946	\$ 381,450	\$ -	\$ 30,685	\$ -	\$ 1,215,215	\$ 121,522	\$ 1,093,694
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ -	\$ 917,609	\$ 121,774	\$ 39,740	\$ -	\$ 31,324	\$ -	\$ 1,110,448	\$ 111,045	\$ 999,403
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ -	\$ 483,224	\$ 146,308	\$ 376,943	\$ -	\$ 60,498	\$ -	\$ 1,066,973	\$ 106,697	\$ 960,276
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 <small>(Note 17)</small>	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8, 16)</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	\$ -	\$ -	\$ 30,352	\$ -	\$ 649,741	\$ -	\$ 649,741
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	\$ -	\$ 27,470	\$ -	\$ 983,472	\$ 26,127	\$ 957,345
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ -	\$ 524,774	\$ 365,910	\$ 297,006	\$ -	\$ 32,899	\$ -	\$ 1,220,589	\$ -	\$ 1,220,589
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -	\$ -	\$ 483,223	\$ 93,985	\$ 143,940	\$ -	\$ 54,116	\$ -	\$ 775,266	\$ 77,527	\$ 697,739
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	\$ 172,269	\$ 127,115	\$ -	\$ 28,417	\$ -	\$ 1,245,411	\$ 124,541	\$ 1,120,870
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ -	\$ 969,350	\$ 348,895	\$ 79,785	\$ -	\$ 21,676	\$ -	\$ 1,419,705	\$ 141,971	\$ 1,277,735
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	\$ -	\$ -	\$ 45,368	\$ -	\$ 802,608	\$ 80,261	\$ 722,347
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>	\$ -	\$ -	\$ 376,418	\$ -	\$ 140,486	\$ -	\$ 30,636	\$ -	\$ 547,539	\$ 54,754	\$ 492,786
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ 39,457	\$ -	\$ 1,353,847	\$ 135,385	\$ 1,218,462
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ -	\$ 483,224	\$ 144,298	\$ 211,208	\$ -	\$ 43,043	\$ -	\$ 881,773	\$ 47,040	\$ 834,733
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ -	\$ 310,728	\$ 112,136	\$ 92,902	\$ -	\$ 37,676	\$ -	\$ 553,442	\$ 55,344	\$ 498,098
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whittaker Middle Peak	\$ -	\$ -	\$ 310,695	\$ 4,928	\$ 8,720	\$ -	\$ 38,076	\$ -	\$ 362,419	\$ 36,242	\$ 326,177
B.3.2 to B.3.6	WSI	400 Wilshire	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ -	\$ 332,160	\$ 94,753	\$ 218,368	\$ -	\$ 42,956	\$ -	\$ 688,237	\$ 68,824	\$ 619,413
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			\$ -	\$ -	\$ 16,838,937	\$ 4,373,781	\$ 4,419,933	\$ -	\$ 1,246,869	\$ -	\$ 26,879,522	\$ 1,807,325	\$ 25,072,197
ADDITIONAL SITES (AMENDMENT NO. 10)													
B.3.2 to B.3.6	APC	Equipment Delivery 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209

## 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 <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum - Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 88,027	\$ -	\$ 49,600	\$ -	\$ 916,532	\$ 55,867	\$ 860,665
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ -	\$ 10,714	\$ 144,298	\$ 296,341	\$ -	\$ 33,298	\$ -	\$ 484,651	\$ 48,465	\$ 436,186
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	\$ -	\$ -	\$ 49,600	\$ -	\$ 1,109,451	\$ 110,945	\$ 998,506
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ -	\$ 11,540	\$ 342,483	\$ 382,524	\$ -	\$ 43,713	\$ -	\$ 780,260	\$ 78,026	\$ 702,234
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ -	\$ 483,224	\$ 76,785	\$ 130,106	\$ -	\$ 44,353	\$ -	\$ 734,468	\$ 73,447	\$ 661,021
<del>B.3.2 to B.3.6</del>	<del>H-17A</del>	<del>H-17 Helipad</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ -	\$ 548,134	\$ -	\$ -	\$ -	\$ 27,795	\$ -	\$ 575,929	\$ 57,593	\$ 518,336
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ -	\$ 154,395	\$ 144,298	\$ 382,884	\$ -	\$ 89,241	\$ -	\$ 770,818	\$ 77,082	\$ 693,736
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ -	\$ 547,298	\$ 487,535	\$ 299,795	\$ -	\$ 73,460	\$ -	\$ 1,408,086	\$ 140,809	\$ 1,267,277
<del>B.3.2 to B.3.6</del>	<del>PDC</del>	<del>Pacific Design Center</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 91,168	\$ -	\$ 672,689	\$ -	\$ 672,689
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ 307,575	\$ 27,643	\$ 80,834	\$ -	\$ 44,353	\$ -	\$ 460,405	\$ 46,041	\$ 414,365
<del>B.3.2 to B.3.6</del>	<del>PWT</del>	<del>Porthead Tank</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.2 to B.3.6	VPK	Verdugo Peak County <sup>(Note 9)</sup>	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 163,600	\$ -	\$ 49,600	\$ -	\$ 992,105	\$ 26,703	\$ 965,402
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ 4,976,181	\$ 2,223,287	\$ 1,907,584	\$ -	\$ 795,096	\$ -	\$ 10,336,727	\$ 762,032	\$ 9,574,695
<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			\$ 10,714	\$ 271,717	\$ 299,795	\$ -	\$ 43,712	\$ -	\$ 625,939	\$ 62,594	\$ 563,345
<b>Subtotal for Additional Site (Amendment No. 21)</b>			\$ -	\$ -	\$ 10,714	\$ 271,717	\$ 299,795	\$ -	\$ 43,712	\$ -	\$ 625,939	\$ 62,594	\$ 563,345
<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	\$ -	\$ -	\$ 79,826	\$ -	\$ 1,245,793	\$ 124,579	\$ 1,121,214
B.3.2 to B.3.6	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ 153,569	\$ 146,308	\$ 297,675	\$ -	\$ 63,231	\$ -	\$ 660,783	\$ 66,078	\$ 594,705
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>			\$ -	\$ -	\$ 1,333,662	\$ 309,374	\$ 297,675	\$ -	\$ 171,474	\$ -	\$ 2,112,185	\$ 211,219	\$ 1,900,967
<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.3.2 to B.3.6	BKK	BKK Landfill			\$ 218,743	\$ 35,341	\$ -		\$ 44,353		\$ 298,437	\$ 29,844	\$ 268,593
B.3.2 to B.3.6	UCLA	UCLA (Factor Building)			\$ 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

## 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 <small>(Note 17)</small>	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8, 16)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>ADDITIONAL SITES (AMENDMENT NO. 29)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	POM	Pomona Courthouse	\$ -		\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252		\$ 757,744	\$ 75,774	\$ 681,970
<b>Subtotal for Additional Sites (Amendment No. 29)</b>			\$ -	\$ -	\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252	\$ -	\$ 757,744	\$ 75,774	\$ 681,970
<b>ADDITIONAL SITES (AMENDMENT NO. 30)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	UNIV	Universal Studios	\$ -		\$ 548,134	\$ -	\$ 85,268	\$ -	\$ 38,076		\$ 671,478	\$ 67,148	\$ 604,330
<b>Subtotal for Additional Sites (Amendment No. 30)</b>			\$ -	\$ -	\$ 548,134	\$ -	\$ 85,268	\$ -	\$ 38,076	\$ -	\$ 671,478	\$ 67,148	\$ 604,330
<b>NMDM (AMENDMENT NO. 32 AND AMENDMENT NO. 39)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b> <small>(Note 17)</small>											
B.3.2 to B.3.6		Narrowband Mobile Data Network (NMDN)									\$ 2,044,988	\$ 204,499	\$ 1,840,489
<b>Subtotal for NMDM (Amendment No. 32)</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,044,988	\$ 204,499	\$ 1,840,489
<b>ADDITIONAL SITES (AMENDMENT NO. 34)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	INDWT	Industry Water Tank	\$ -	\$ -	\$ 218,743	\$ 202,744	\$ -	\$ -	\$ 31,324		\$ 452,811	\$ 45,281	\$ 407,530
<b>Subtotal for Additional Sites (Amendment No. 34)</b>			\$ -	\$ -	\$ 218,743	\$ 202,744	\$ -	\$ -	\$ 31,324	\$ -	\$ 452,811	\$ 45,281	\$ 407,530
<b>ADDITIONAL SITES (AMENDMENT NO. 35)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	WWY	Winding Way	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
<b>Subtotal for Additional Sites (Amendment No. 35)</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ADDITIONAL SITES (AMENDMENT NO. 36)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	SPH	San Pedro Hill	\$ -	\$ -	\$ 479,002				\$ 44,353		\$ 523,355	\$ 52,336	\$ 471,020
<b>Subtotal for Additional Sites (Amendment No. 36)</b>			\$ -	\$ -	\$ 479,002	\$ -	\$ -	\$ -	\$ 44,353	\$ -	\$ 523,355	\$ 52,336	\$ 471,020
<b>ADDITIONAL SITES (AMENDMENT NO. 50)</b>													
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	ESR	East Sunset Ridge			\$ 524,294	\$ 272,721	\$ 378,337		\$ 35,984		\$ 1,211,336	\$ 121,134	\$ 1,090,202
<b>Subtotal for Additional Sites (Amendment No. 50)</b>					\$ 524,294	\$ 272,721	\$ 378,337		\$ 35,984		\$ 1,211,336	\$ 121,134	\$ 1,090,202
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,917	\$ 38,492	\$ 346,426
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
<b>B.1.6</b>		<b>FCC Licensing</b> <small>(Note 6)</small>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,262,102	\$ 226,210	\$ 2,035,891
B.3.10.1.ACVRs		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720,452	\$ 72,045	\$ 648,407
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 932,474	\$ 93,247	\$ 839,226



## 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 <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum - Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,747	\$ 24,575	\$ 221,172
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241,854	\$ 24,185	\$ 217,668
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,370,645	\$ 237,065	\$ 2,133,581
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18.		Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691		\$ 440,691
<b>Total for Phase 3 - Supply LMR System Components:</b>			\$ -	\$ -	\$ 26,090,484	\$ 7,892,163	\$ 7,388,592	\$ -	\$ 2,585,997	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147

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

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).

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

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

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

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

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.

Note 16: Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.

Note 17: Pursuant to Amendment No. Thirty-Two, the per site NMDM costs contemplated in Phase 3 and Phase 4, have moved to a single line item in the amount of \$2,764,123, resulting Discounts in the amount of \$582,086 have been captured in Exhibit C.15 (LMR Discounts), which will be applied at the discretion of the Authority.

## 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>LMR NMDM (Amendment No. 32)</b>		
C.4	Discount from NMDM <sup>(Note 4,5,6)</sup>	\$ (210,259)
<b>LMR NMDM (Amendment No. 85)</b>		
C.2	Discount for Phase 2 Top Relay Reconciliation <sup>(Note 7)</sup>	\$ (180,346)
<b>LMR Generator (Amendment No. 92)</b>		
C.3	Discount for Certain Phase 2 BUR1 and GRM Generator Work <sup>(Note 8)</sup>	\$ (24,014)
<b>LMR Generator (Amendment No. 92)</b>		
C.4	Discount for Portable Radio Upgrades <sup>(Note 9)</sup>	\$ (361,900)
<b>TOTAL LMR SYSTEM DISCOUNTS</b>		\$ (17,201,215)

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").

## EXHIBIT C.15

*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 105*

Note 4: Pursuant to Amendment 32, the per site NMDN costs contemplated in Phase 3 and Phase 4 have moved to a single line item in Phase 3 in the amount of \$2,764,123 resulting in an increase to the NMDN Discounts to the amount of \$582,086, which have been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 5: Pursuant to Amendment 39, the Discounts from NMDN costs are reconciled to reflect an increase in the amount of \$1,071, resulting in an increase to the total NMDN Discounts in the amount of \$583,157, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 6: Pursuant to Amendment 40, the Discounts from NMDN costs are reconciled to reflect a decrease in the amount of \$372,898 resulting in a decrease to the total NMDN Discounts in the amount of \$210,259 (Phase 3 Sites, CCB, CRN, MLM, PHN, BMT and PLM), which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 7: Pursuant to Amendment 85, the Discounts costs are reconciled to reflect an increase in the amount of \$180,346 to reflect a reconciliation of one (1) LMR System Site (TOP Relay) related to Phase 2 (Monopole, DC Plant and Outdoor Power System), which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 8: Pursuant to Amendment 92, the Discounts costs are reconciled to reflect a decrease in the amount of \$24,014 to reflect a reconciliation at BUR1 and GRM sites related to certain Phase 2 Generator Work, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority in accordance with Amendment No. 92.

Note 9: Pursuant to Amendment 105, the Discounts costs are reconciled to reflect an increase in the amount of \$361,900 to reflect a reconciliation of Portable Radio Upgrade Kits - Discount Transfer from Phase 3 to LMR Discounts, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority in accordance with Amendment No. 105.

## SCHEDULE OF PAYMENTS

### EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 28</b>					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
MSI-012	LMR	MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR	\$ -	\$ -	\$ -
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
<b>Amendment No. 28 Subtotal</b>			<b>\$ 24,953</b>	<b>\$ 2,495</b>	<b>\$ 22,458</b>
<b>Amendment No. 29</b>					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
<b>Amendment No. 29 Subtotal</b>			<b>\$ 38,456</b>	<b>\$ 3,846</b>	<b>\$ 34,610</b>
<b>Amendment No. 30</b>					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
<b>Amendment No. 30 Subtotal</b>			<b>\$ 4,195</b>	<b>\$ 420</b>	<b>\$ 3,776</b>
<b>Amendment No. 31</b>					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
<b>Amendment No. 31 Subtotal</b>			<b>\$ 19,573</b>	<b>\$ 1,957</b>	<b>\$ 17,616</b>
<b>Amendment No. 33</b>					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
<b>Amendment No. 33 Subtotal</b>			<b>\$ 17,490</b>	<b>\$ 1,749</b>	<b>\$ 15,741</b>
<b>Amendment No. 34</b>					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
<b>Amendment No. 34 Subtotal</b>			<b>\$ 90,744</b>	<b>\$ 9,074</b>	<b>\$ 81,670</b>
<b>Amendment No. 35</b>					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
<b>Amendment No. 35 Subtotal</b>			<b>\$ 13,115</b>	<b>\$ 1,312</b>	<b>\$ 11,804</b>
<b>Amendment No. 36</b>					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
<b>Amendment No. 36 Subtotal</b>			<b>\$ 4,952</b>	<b>\$ 495</b>	<b>\$ 4,457</b>
<b>Amendment No. 37</b>					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
<b>Amendment No. 37 Subtotal</b>			<b>\$ 56,337</b>	<b>\$ 5,634</b>	<b>\$ 50,703</b>
<b>Amendment No. 38</b>					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
<b>MSI-UNI-006</b>	<b>LACFDEL</b>	<b>LACFDEL Reuse of Existing Shelter</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
<b>Amendment No. 38 Subtotal</b>			<b>\$ 74,426</b>	<b>\$ 7,443</b>	<b>\$ 66,983</b>
<b>Amendment No. 39 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
<b>MSI-5076</b>	<b>LACFDEL</b>	<b>LACFDEL New Phase 1 Work_Rev.1</b>	<b>\$ 26,965</b>	<b>\$ 2,697</b>	<b>\$ 24,269</b>
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
<b>Amendment No. 39 Subtotal</b>			<b>\$ 57,300</b>	<b>\$ 5,730</b>	<b>\$ 51,570</b>
<b>Amendment No. 41 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
<b>MSI-5070</b>	<b>UNIV</b>	<b>New Phase 1 Work</b>	<b>\$ 40,899</b>	<b>\$ 4,090</b>	<b>\$ 36,809</b>
<b>MSI-5069</b>	<b>RPV1</b>	<b>New Phase 1 Work</b>	<b>\$ 44,808</b>	<b>\$ 4,481</b>	<b>\$ 40,327</b>
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ —	\$ —	\$ —
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
<b>MSI-5081</b>	<b>LMR</b>	<b>LARTCS VHF Frequency Changes</b>	<b>\$ 41,171</b>	<b>\$ 4,117</b>	<b>\$ 37,054</b>
MSI-5087	MTL2	Road Repair Design	\$ 2,200	\$ 220	\$ 1,980
<b>Amendment No. 41 Subtotal</b>			<b>\$ 218,595</b>	<b>\$ 21,860</b>	<b>\$ 196,736</b>
<b>Amendment No. 43 and Amendment No. 44 and Amendment No. 105 (Unilateral Amendment 30)</b>					
<b>MSI-6017</b>	<b>RIH</b>	<b>Addition of Microwave Link</b>	<b>\$ 43,837</b>	<b>\$ 4,384</b>	<b>\$ 39,453</b>
<b>MSI-6016</b>	<b>SPH</b>	<b>Addition of Microwave Link</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>
<b>MSI-6015</b>	<b>UNIV</b>	<b>Addition of Microwave Link</b>	<b>\$ 68,839</b>	<b>\$ 6,884</b>	<b>\$ 61,955</b>
<b>Amendment No. 43 and Amendment No. 44 Subtotal</b>			<b>\$ 112,676</b>	<b>\$ 11,268</b>	<b>\$ 101,408</b>
<b>Amendment No. 45</b>					
MSI-6018	LPC	Environmental Phase II Limited Subsurface Investigation	\$ 19,740	\$ 1,974	\$ 17,766
MSI-6019	MML	Environmental Phase II Limited Subsurface Investigation	\$ 19,310	\$ 1,931	\$ 17,379
<b>Amendment No. 45 Subtotal</b>			<b>\$ 39,050</b>	<b>\$ 3,905</b>	<b>\$ 35,145</b>
<b>Amendment No. 46</b>					
MSI-6043	POM	Asbestos Abatement Services	\$ 330,000	\$ 33,000	\$ 297,000
MSI-6030	JPK/RHT/VPK	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$ 45,728	\$ 4,573	\$ 41,155
<b>Amendment No. 46 Subtotal</b>			<b>\$ 375,728</b>	<b>\$ 37,573</b>	<b>\$ 338,155</b>

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 47</b>					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RIH	Soil Removal	\$ —	\$ —	\$ —
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
<b>Amendment No. 47 Subtotal</b>			<b>\$ 710,217</b>	<b>\$ 71,022</b>	<b>\$ 639,196</b>
<b>Amendment No. 48</b>					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ —	\$ —	\$ —
<b>Amendment No. 48 Subtotal</b>			<b>\$ 10,159</b>	<b>\$ 1,016</b>	<b>\$ 9,143</b>
<b>Amendment No. 49 and Amendment No. 59</b>					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ —	\$ —	\$ —
MSI-6069	LARICS	Audio Loopback	\$ —	\$ —	\$ —
<b>Amendment No. 49 Subtotal</b>			<b>\$ 110,000</b>	<b>\$ 11,000</b>	<b>\$ 99,000</b>
<b>Amendment No. 50</b>					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
<b>Amendment No. 50 Subtotal</b>			<b>\$ 375,108</b>	<b>\$ 37,511</b>	<b>\$ 337,597</b>
<b>Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,196	\$ 1,120	\$ 10,076
MSI-6096	CCB	Microwave Installation Modification	\$ —	\$ —	\$ —
<b>Amendment No. 51 Subtotal</b>			<b>\$ 11,196</b>	<b>\$ 1,120</b>	<b>\$ 10,076</b>
<b>Amendment No. 52</b>					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
<b>Amendment No. 52 Subtotal</b>			<b>\$ 34,359</b>	<b>\$ 3,436</b>	<b>\$ 30,923</b>
<b>Amendment No. 53</b>					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
<b>Amendment No. 53 Subtotal</b>			<b>\$ 342,460</b>	<b>\$ 34,246</b>	<b>\$ 308,214</b>
<b>Amendment No. 54</b>					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
<b>Amendment No. 54 Subtotal</b>			<b>\$ 138,707</b>	<b>\$ 13,871</b>	<b>\$ 124,836</b>
<b>Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
<b>Amendment No. 55 Subtotal</b>			<b>\$ 195,638</b>	<b>\$ 19,564</b>	<b>\$ 176,074</b>
<b>Amendment No. 56</b>					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 58 Subtotal			\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 15,876	\$ 1,588	\$ 14,288
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64 and Amendment No. 88					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 64 and Amendment No. 88 Subtotal			\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 86					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
Amendment No. 86 Subtotal			\$ 14,386	\$ 1,439	\$ 12,947
Amendment No. 88					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
Amendment No. 88 Subtotal			\$ 15,932	\$ 1,593	\$ 14,339
Amendment No. 90					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
Amendment No. 90 Subtotal			\$ 60,717	\$ 6,072	\$ 54,645
Amendment No. 91					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 91 Subtotal			\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 92					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					



**EXHIBIT C.17***Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 105*

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 3,501,214</b>	<b>\$ 350,121</b>	<b>\$ 3,151,093</b>

**Note 1:** The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.

## SCHEDULE OF PAYMENTS

### EXHIBIT C.19 - CHANNEL 15 AND CHANNEL 16 INTERFERENCE MITIGATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B or Base Document)</small>	Task/Measure	Deliverable	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>CHANNEL 15 AND CHANNEL 16 INTERFERENCE MITIGATION</b>					
B.3.11	Revise Coverage Model and Maps:				
B.3.11	UHF Frequency Plan Reanalysis	UHF Frequency Plan Reanalysis	\$ 397,440	\$ -	\$ 397,440
B.3.11	Spectrum Fingerprinting and Noise Floor Monitoring Reanalysis (single iteration only)	Spectrum Fingerprinting and Noise Floor Monitoring Reanalysis (single iteration only)	\$ 126,500	\$ -	\$ 126,500
<del>B.3.11</del>	<del>Noise Floor Coverage Review Based on Noise Floor Monitoring Data</del>	<del>Noise Floor Coverage Review Based on Noise Floor Monitoring Data</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<del>B.3.11</del>	<del>Noise Floor Coverage Review Based on Noise Floor Monitoring Data</del>	<del>Credit for work that would have been completed if not stopped by Ch 15 issue</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
B.3.11	Redistribute and Install TV-band Filtering Equipment	Replacement filter hardware equipment	\$ 107,779	\$ -	\$ 107,779
B.3.11	Installer Labor	Installer Labor	\$ 11,500	\$ -	\$ 11,500
B.3.11	Installer Labor	Installer Labor	\$ 11,500	\$ -	\$ 11,500
B.3.11	System Technologist labor	System Technologist labor	\$ 16,284	\$ -	\$ 16,284
B.3.11	System Technologist labor	System Technologist labor	\$ 16,284	\$ -	\$ 16,284
<b>Total for Channel 15 and Channel 16 Interference Mitigation:</b>			<b>\$ 687,287</b>	<b>\$ -</b>	<b>\$ 687,287</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable )	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 60 - Unilateral Amendment No. 1</b>								
DPK	LMR-COR 7047	DPK COR 002 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
FRP	LMR-COR 7039	FRP COR 001 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
MIR	<del>RFQ LMR 0046</del>	<del>MIR COR 007 Unilateral</del>	<del>Amendment No. 60/ Unilateral Amendment No. 1</del>	<del>Existing Tower Removal</del>	<del>Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular, Section 3.9.c, Section 1.3.5.B, and Section 1.2.a</del>	\$ -	\$ -	\$ -
MTL2	LMR-COR 7040	MTL2 COR 006 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.f	\$ 8,378	\$ 838	\$ 7,540
<b>Amendment No. 60 - Unilateral Amendment No. 1 Subtotal</b>						<b>\$ 29,730</b>	<b>\$ 2,973</b>	<b>\$ 26,757</b>
<b>Amendment No. 61 - Unilateral Amendment No. 2</b>								
RPVT	LMR-COR 7042/ LMR-COR 7048	RPVT COR 004 Unilateral	Amendment No. 61/ Unilateral Amendment No. 2	Concrete Debris Removal	Attachment B to Amendment No. 61/ Unilateral Amendment No. 2	\$ 257,862	\$ 25,786	\$ 232,076
<b>Amendment No. 61 - Unilateral Amendment No. 2 Subtotal</b>						<b>\$ 257,862</b>	<b>\$ 25,786</b>	<b>\$ 232,076</b>
<b>Amendment No. 62 - Unilateral Amendment No. 3</b>								
ESR	LMR-COR 7056	ESR COR 005 Unilateral	Amendment No. 62/ Unilateral Amendment No. 3	Access Road Improvement	Amendment No. 62/ Unilateral Amendment No. 3	\$ 14,205	\$ 1,421	\$ 12,785
<b>Amendment No. 62 - Unilateral Amendment No. 3</b>						<b>\$ 14,205</b>	<b>\$ 1,421</b>	<b>\$ 12,785</b>
<b>Amendment No. 65 - Unilateral Amendment No. 4</b>								

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. <i>(Where Applicable )</i>	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
SPH	LMR-COR 7053	SPH COR 006 Unilateral	Amendment No. 65/ Unilateral Amendment No. 4	Reconciliation of Phase 2 Work	Attachment B to Amendment No. 65/ Unilateral Amendment No. 4 (\$1,190,563 Contemplated in C.3 - Phase 2, incremental increase of \$945,937 as \$244,626 was already contemplated in the Agreement)	\$ -	\$ -	\$ -
Amendment No. 65 - Unilateral Amendment No. 4						\$ -	\$ -	\$ -
Amendment No. 66 - Unilateral Amendment No. 5								
MML	LMR-COR 7065	MML COR 006 Unilateral	Amendment No. 66/ Unilateral Amendment No. 5	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.4.g	\$ 76,587	\$ 7,659	\$ 68,928
					Attachment B to Amendment No. 66/ Unilateral Amendment No. 5	\$ 27,757	\$ 2,776	\$ 24,981
Amendment No. 66 - Unilateral Amendment No. 5						\$ 104,344	\$ 10,434	\$ 93,910
Amendment No. 67 - Unilateral Amendment No. 6								
BJM	LMR-COR 7031	BJM COR 002 Unilateral	Amendment No. 67/ Unilateral Amendment No. 6	Rock Coring for Caisson	Amendment No. 67/ Unilateral Amendment No. 6	\$ 60,220	\$ 6,022	\$ 54,198
Amendment No. 67 - Unilateral Amendment No. 6						\$ 60,220	\$ 6,022	\$ 54,198
Amendment No. 68 - Unilateral Amendment No. 7								
CPK	LMR-COR 7026	CPK COR 009 Unilateral	Amendment No. 68/ Unilateral Amendment No. 7	Rock Coring for Caisson	Amendment No. 68/ Unilateral Amendment No. 7	\$ 78,061	\$ 7,806	\$ 70,255
Amendment No. 68 - Unilateral Amendment No. 7						\$ 78,061	\$ 7,806	\$ 70,255
Amendment No. 69 - Unilateral Amendment No. 8								
DPK	LMR-COR 7032	DPK COR 001 Unilateral	Amendment No. 69/ Unilateral Amendment No. 8	Rock Coring for Caisson	Amendment No. 69/ Unilateral Amendment No. 8	\$ 66,682	\$ 6,668	\$ 60,014
Amendment No. 69 - Unilateral Amendment No. 8						\$ 66,682	\$ 6,668	\$ 60,014
Amendment No. 70 - Unilateral Amendment No. 9								

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable )	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
GRM	LMR-COR 7030	GRM COR 003 Unilateral	Amendment No. 70/ Unilateral Amendment No. 9	Rock Coring for Caisson	Amendment No. 70/ Unilateral Amendment No. 9	\$ 31,320	\$ 3,132	\$ 28,188
<b>Amendment No. 70 - Unilateral Amendment No. 9</b>						<b>\$ 31,320</b>	<b>\$ 3,132</b>	<b>\$ 28,188</b>
<b>Amendment No. 71 - Unilateral Amendment No. 10</b>								
LACF072	LMR-COR 7034	LACF072 COR 003 Unilateral	Amendment No. 71/ Unilateral Amendment No. 10	Rock Coring for Caisson	Amendment No. 71/ Unilateral Amendment No. 10	\$ 3,367	\$ 337	\$ 3,030
<b>Amendment No. 71 - Unilateral Amendment No. 10</b>						<b>\$ 3,367</b>	<b>\$ 337</b>	<b>\$ 3,030</b>
<b>Amendment No. 72 - Unilateral Amendment No. 11</b>								
RPVT	LMR-COR 7029	RPVT COR 003 Unilateral	Amendment No. 72/ Unilateral Amendment No. 11	Rock Coring for Caisson	Amendment No. 72/ Unilateral Amendment No. 11	\$ 8,044	\$ 804	\$ 7,240
<b>Amendment No. 72 - Unilateral Amendment No. 11</b>						<b>\$ 8,044</b>	<b>\$ 804</b>	<b>\$ 7,240</b>
<b>Amendment No. 73 - Unilateral Amendment No. 12</b>								
SPH	LMR-COR 7035	SPH COR 005 Unilateral	Amendment No. 73/ Unilateral Amendment No. 12	Rock Coring for Caisson	Amendment No. 73/ Unilateral Amendment No. 12	\$ 7,761	\$ 776	\$ 6,985
<b>Amendment No. 73 - Unilateral Amendment No. 12</b>						<b>\$ 7,761</b>	<b>\$ 776</b>	<b>\$ 6,985</b>
<b>Amendment No. 74 - Unilateral Amendment No. 13</b>								
TWR	LMR-COR 7033	TWR COR 001 Unilateral	Amendment No. 74/ Unilateral Amendment No. 13	Rock Coring for Caisson	Amendment No. 74/ Unilateral Amendment No. 13	\$ 54,558	\$ 5,456	\$ 49,102
<b>Amendment No. 74 - Unilateral Amendment No. 13</b>						<b>\$ 54,558</b>	<b>\$ 5,456</b>	<b>\$ 49,102</b>
<b>Amendment No. 75 - Unilateral Amendment No. 14</b>								
RPVT	LMR-COR 7068	RPVT COR 006 Unilateral	Amendment No. 75/ Unilateral Amendment No. 14	Utility Power Work	Attachment B to Amendment No. 75/ Unilateral Amendment No. 14	\$ 286,577	\$ 28,658	\$ 257,919
<b>Amendment No. 75 - Unilateral Amendment No. 14</b>						<b>\$ 286,577</b>	<b>\$ 28,658</b>	<b>\$ 257,919</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable )	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 76 - Unilateral Amendment No. 15</b>								
TOP Relay	LMR-COR 7069	Relay COR 001R2 Unilateral	Amendment No. 76/ Unilateral Amendment No. 15	Zoning Application	Attachment A to Amendment No. 76/ Unilateral Amendment No. 15	\$ 24,740	\$ 2,474	\$ 22,266
<b>Amendment No. 76 - Unilateral Amendment No. 15</b>						<b>\$ 24,740</b>	<b>\$ 2,474</b>	<b>\$ 22,266</b>
<b>Amendment No. 78 - Unilateral Amendment No. 16</b>								
<del>BUR</del>	<del>LMR-COR 7046</del>	<del>BUR1 COR 003 Unilateral</del>	<del>Amendment No. 78/ Unilateral Amendment No. 16</del>	<del>Utility Power Work</del>	<del>Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.1.c.</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
<b>Amendment No. 78 - Unilateral Amendment No. 16</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Amendment No. 79 - Unilateral Amendment No. 17</b>								
SPH	LMR-COR 7073	SPH COR 007 Unilateral	Amendment No. 79/ Unilateral Amendment No. 17	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.4.g	\$ 41,045	\$ 4,105	\$ 36,941
<b>Amendment No. 79 - Unilateral Amendment No. 17</b>						<b>\$ 41,045</b>	<b>\$ 4,105</b>	<b>\$ 36,941</b>
<b>Amendment No. 80 - Unilateral Amendment No. 18</b>								
BUR1	LMR-COR 7054	BUR1 COR 004 Unilateral	Amendment No. 80/ Unilateral Amendment No. 18	Rock Coring for Caisson	Amendment No. 80/ Unilateral Amendment No. 18	\$ 18,960	\$ 1,896	\$ 17,064
<b>Amendment No. 80 - Unilateral Amendment No. 18</b>						<b>\$ 18,960</b>	<b>\$ 1,896</b>	<b>\$ 17,064</b>
<b>Amendment No. 84 - Unilateral Amendment No. 19</b>								
VARIOUS	LMR-COR-7074	LMR COR 041R1 Unilateral	Amendment No. 84/ Unilateral Amendment No. 19	USFS Sites Field Implementation of VIAMM	Attachment A to Amendment No. 84/ Unilateral Amendment No. 19	\$ 168,928	\$ 16,893	\$ 152,035
<b>Amendment No. 84 - Unilateral Amendment No. 19</b>						<b>\$ 168,928</b>	<b>\$ 16,893</b>	<b>\$ 152,035</b>
<b>Amendment No. 87 - Unilateral Amendment No. 20</b>								
RHT	LMR-COR-7081	LMR COR 005 Unilateral	Amendment No. 87/ Unilateral Amendment No. 20	Ice Bridge	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.3A	\$ 5,266	\$ 527	\$ 4,739

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable )	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 87 - Unilateral Amendment No. 20</b>						\$ 5,266	\$ 527	\$ 4,739
<b>Amendment No. 89 - Unilateral Amendment No. 21</b>								
JPK2, LPC, MML	LMR-COR-7082	LMR COR 044 Unilateral	Amendment No. 89/ Unilateral Amendment No. 21	USFS Sites Field Implementation of VIAMM	Attachment A to Amendment No. 89/ Unilateral Amendment No. 21	\$ 22,297	\$ 2,230	\$ 20,067
<b>Amendment No. 89 - Unilateral Amendment No. 21</b>						\$ 22,297	\$ 2,230	\$ 20,067
<b>Amendment No. 93 - Unilateral Amendment No. 22</b>								
SGH	LMR-COR-7097	LMR COR 006R1 Unilateral	Amendment No. 93/ Unilateral Amendment No. 22	Additional EM Measurements	Amendment No. 93/ Unilateral Amendment No. 22	\$ 7,994	\$ 799	\$ 7,195
<b>Amendment No. 93 - Unilateral Amendment No. 22</b>						\$ 7,994	\$ 799	\$ 7,195
<b>Amendment No. 94 - Unilateral Amendment No. 23</b>								
BKK	LMR-COR-6021	BKK COR 003R Unilateral	Amendment No. 94/ Unilateral Amendment No. 23	Tower Equipment Removal	Attachment A to Amendment No. 94/ Unilateral Amendment No. 23	\$ 4,329	\$ 433	\$ 3,896
<b>Amendment No. 94 - Unilateral Amendment No. 23</b>						\$ 4,329	\$ 433	\$ 3,896
<b>Amendment No. 95 - Unilateral Amendment No. 24</b>								
LACFDEL	LMR-COR-6010	LACFDEL COR 006 Unilateral	Amendment No. 95/ Unilateral Amendment No. 24	Subsurface Investigation Soil Sampling	Attachment A to Amendment No. 95/ Unilateral Amendment No. 24	\$ 13,099	\$ 1,310	\$ 11,789
<b>Amendment No. 95 - Unilateral Amendment No. 24</b>						\$ 13,099	\$ 1,310	\$ 11,789
<b>Amendment No. 96 - Unilateral Amendment No. 25</b>								
MIR	LMR-COR-6056	MIR COR 006R Unilateral	Amendment No. 96/ Unilateral Amendment No. 25	New Location Design/Permitting Phase 1 work and Additional Slope Stability	Attachment A to Amendment No. 96/ Unilateral Amendment No. 25	\$ 26,197	\$ 2,620	\$ 23,577
<b>Amendment No. 96 - Unilateral Amendment No. 25</b>						\$ 26,197	\$ 2,620	\$ 23,577



**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable )	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 97 - Unilateral Amendment No. 26</b>								
SGH	LMR-COR-5092	SGH COR 005 Unilateral	Amendment No. 97/ Unilateral Amendment No. 26	Easement Termination Work	Attachment A to Amendment No. 97/ Unilateral Amendment No. 26	\$ 3,881	\$ 388	\$ 3,493
<b>Amendment No. 97 - Unilateral Amendment No. 26</b>						<b>\$ 3,881</b>	<b>\$ 388</b>	<b>\$ 3,493</b>
<b>Amendment No. 98 - Unilateral Amendment No. 27</b>								
ESR	LMR-COR-5009	ESR COR 002 Unilateral	Amendment No. 98/ Unilateral Amendment No. 27	Additional Topography Work	Attachment A to Amendment No. 98/ Unilateral Amendment No. 27	\$ 2,100	\$ 210	\$ 1,890
<b>Amendment No. 98 - Unilateral Amendment No. 27</b>						<b>\$ 2,100</b>	<b>\$ 210</b>	<b>\$ 1,890</b>
<b>Amendment No. 100 - Unilateral Amendment No. 28</b>								
DPK, TWR	LMR-COR-7102	LMR COR 051 Unilateral	Amendment No. 100/ Unilateral Amendment No. 28	Specialty Fencing	Attachment A to Amendment No. 100/ Unilateral Amendment No. 28	\$ 48,907	\$ 4,891	\$ 44,016
<b>Amendment No. 100 - Unilateral Amendment No. 28</b>						<b>\$ 48,907</b>	<b>\$ 4,891</b>	<b>\$ 44,016</b>
<b>Amendment No. 101 - Unilateral Amendment No. 29</b>								
PMT	LMR-COR-7105	PMT COR 005 Unilateral	Amendment No. 101/ Unilateral Amendment No. 29	Road Maintenance	Attachment A to Amendment No. 101/ Unilateral Amendment No. 29	\$ 4,887	\$ 489	\$ 4,398
<b>Amendment No. 101 - Unilateral Amendment No. 29</b>						<b>\$ 4,887</b>	<b>\$ 489</b>	<b>\$ 4,398</b>
<b>Amendment No. 105 - Unilateral Amendment No. 30</b>								

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable )	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
VARIOUS	VARIOUS	VARIOUS	Amendment No. 105/ Unilateral Amendment No. 30	Reconciliation of Work under Phase 1, Phase 2, LMR System Discounts, LMR Change Orders, Channel 15 & 16 Interference Mitigation and Holdback	Amendment No. 105/Unilateral Amendment No. 30 (\$122,264 Reduction contemplated in C.2 - Phase 1; \$121,819 Cost neutral transfer contemplated in C.3 - Phase 2; \$361,900 Cost neutral transfer contemplated in C.15 - LMR System Discounts; \$120,647 Reduction contemplated in C.17 LMR Change Orders; \$115,920 Reduction contemplated in C.19 - Channel 15 & 16 Interference Mitigation; \$64,774 Adjustment to holdback for all reconciliations. Total cost reduction resulting in the amount of \$358,831.	\$ -	\$ -	\$ -
Amendment No. 105 - Unilateral Amendment No. 30						\$ -	\$ -	\$ -
<b>TOTAL FOR ALL LMR UNILATERAL AMENDMENTS</b>						<b>\$ 1,395,361</b>	<b>\$ 139,536</b>	<b>\$ 1,255,825</b>

## SCHEDULE OF PAYMENTS

### EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 105	HOLDBACK
Phases 1 to 4 Holdback	\$13,505,169
LMR Change Order Modifications Holdback	\$350,121
LMR Unilateral Amendments Holdback	\$139,536
MPLS Mobile Backhaul Holdback	\$220,000
<b>SUBSYSTEM HOLDBACK TOTAL</b>	<b>\$14,214,827</b>

Subsystem	COMPLETION ACCEPTANCE			TESTING			HOLDBACK				Total
	Date of Completion	Percentage	Payment of Subsystem Phase 4 Completion Acceptance	Testing Percentage	Subsystem Acceptance Testing	Coverage Acceptance Testing	Release of Holdback of Coverage Testing	Release of Holdback at each Subsystem Acceptance	Release of \$1.5M of Holdback at Final Acceptance	Release of 5% of Holdback One Year After System Acceptance	
NMDN (Phase 1)	9/28/2022	10%	\$921,735			\$176,709		\$552,132	\$149,481	\$704,076	\$2,504,134
DTVRS (17 Cells/Sites out of 33 Cells/Sites)	6/6/2022	55%	\$0	50%		\$614,710	\$68,301	\$0	\$0	\$0	\$683,011
DTVRS (16 Cells/Sites out of 33 Cells/Sites)	1/23/2023		\$5,069,545			\$578,550	\$64,283	\$2,939,119	\$826,817	\$3,927,237	\$13,405,552
LARTCS	6/9/2023	10%	\$921,735	25%		\$596,630	\$66,292	\$485,840	\$149,481	\$704,076	\$2,924,055
ACVRS	6/21/2023	20%	\$1,843,471	25%		\$596,630	\$66,292	\$1,043,598	\$300,000	\$1,420,334	\$5,270,324
NMDN (Phase 2) Completion final System Document	8/18/2023	5%	\$460,868					\$269,115	\$74,221	\$345,950	\$1,150,153
Functional Test Acceptance 80%	6/6/2022				\$304,662			\$16,926		\$21,157	\$342,745
Functional Test Acceptance 20%					\$76,166			\$4,231			\$80,397
<del>Special Operational Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Stress Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Voice Aerial Coverage Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Voice Waterway Coverage Test Acceptance</del>					\$0			\$0		\$0	\$0
Voice Subscriber Access Test Acceptance					\$95,207			\$5,289		\$5,289	\$105,785
NMDN CAD Baseline System Test Acceptance					\$47,603			\$2,645		\$2,645	\$52,893
<b>Final System Acceptance</b>		<b>100%</b>	<b>\$9,217,354</b>	<b>100%</b>	<b>\$523,638</b>	<b>\$2,563,229</b>	<b>\$265,169</b>	<b>\$5,318,895</b>	<b>\$1,500,000</b>	<b>\$7,130,764</b>	<b>\$26,519,048</b>
<b>\$9,217,354</b>				<b>\$3,086,867</b>			<b>\$14,214,827</b>				



## 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

November 3, 2022

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

Dear Directors:

**APPROVE AMENDMENT NO. 106 TO AGREEMENT NO. LA-RICS 007  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO (LMR) SYSTEM**

**SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 106 to Agreement No. LA-RICS 007 (Agreement) to incorporate a Change Order to replace and relocate certain Digital Trunked Voice Radio Subsystem (DTVRS) antennas to mitigate UHF digital TV Channel 15 interference at the Tejon Peak (TPK) site, as further described in this Board Letter, for a cost increase in the amount of \$42,546.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that (a) approval of Amendment No. 106, which includes a Change Order for the TPK site related to for the replacement of certain DTVRS antennas to mitigate UHF digital TV Channel 15 interference is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site 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.

2. Approve Amendment No. 106 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to incorporate a Change Order for the replacement of certain DTVRS antennas at the TPK site to mitigate UHF digital TV Channel 15 interference for a cost increase in the amount of \$42,546.
3. Authorize an increase to the Maximum Contract Sum in an amount of \$42,546 from \$215,916,604 to \$215,959,150 when taking the recommended action into consideration.
4. Delegate authority to the Executive Director to execute Amendment No. 106, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed as may be necessary.

## **BACKGROUND**

As the Authority enters into the testing, implementation, and optimization phase of the LMR System build, it is necessary to ensure sites are outfitted with the requisite licenses from the Federal Communications Commission (FCC). As part of this licensing process, the Channel 15 Digital DTVRS license for the TPK site was recently granted by the FCC. However, such license approval was conditioned upon certain antennas at the TPK site being replaced and relocated to mitigate interference to a digital TV station operating in the Bakersfield area. This antenna replacement/relocation work is being performed at the direction of the FCC and was not previously contemplated in the Agreement. As such, before your Board for consideration is Amendment No. 106 to authorize MSI to perform this antenna replacement/relocation work at the TPK site.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 106 to incorporate a Change Order to authorize MSI to replace and relocate certain DTVRS antennas at the TPK site in the amount of \$42,546.

It is necessary to replace and relocate certain DTVRS antennas to mitigate UHF digital TV Channel 15 interference as required by the FCC. Such work was not previously contemplated in the Agreement, but is necessary to complete the testing, implementation, and optimization phase of the LMR System build.

The revisions contemplated in Amendment No. 106 have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to the Change Order, including associated costs.

Further, the Change Order was presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire

Department. Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

The CCB participants vetted the revisions presented to your Board for consideration and recommend approval.

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the project at the TPK site contemplated in Amendment No. 106 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to this site is within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for this 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.

Upon the Board's approval of the recommended actions for Amendment No. 106, the Authority will file a Notice of Determination (NOD) for the TPK site with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 106 will result in an increase to the Maximum Contract Sum in the amount of \$42,546 from \$215,916,604 to \$215,959,150. If approved by your Board, Amendment No. 106 will be fully funded by the Urban Areas Security Initiative (UASI) 2021/2022 grants, dependent on the timing of when the work will be performed.

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

The Authority's counsel has reviewed the recommended actions and approved as to form.

**CONCLUSION**

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a faint rectangular stamp.

SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority



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

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**RECITALS**

This Amendment Number One Hundred Six (together with all exhibits, attachments, and schedules hereto, "Amendment No. 106") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of November \_\_\_\_\_ 2022, based on the following recitals:

Whereas, the 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").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 100.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred One – Unilateral Amendment No. 29, issued on June 29, 2022 to (a) incorporate an LMR Change Order for access road maintenance work at the Pine Mountain (PMT) site for a cost increase in the amount of \$4,887; (b) increase the Maximum Contract Sum by \$4,887 from \$215,373,672 to \$215,378,559; and (c) make other certain changes as set forth in Unilateral Amendment No. 29.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Two, effective July 11, 2022, to (a) extend certain Bridge Warranty services, in particular, Security Update Services (SUS) and Remote Security Update Services (RSUS) until December 31, 2022, as further described in Amendment No. 102 for a cost increase in the amount of \$28,587; (b) increase the Maximum Contract Sum by \$28,587 from \$215,378,559 to \$215,407,146; and (c) make other certain changes as set forth in Amendment No. 102.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Three, effective August 15, 2022, to (a) reflect a reduction in the cost for ACVRS TRO5 Subsystem Addition work at the Signal Hill (SGH) site and the San Pedro Hill (SPH) site in the amount of \$189,259; (b) reflect a reduction in the scope and cost related to existing tower removal work at the Mirador (MIR) site in the amount of \$10,136; (c) decrease the Maximum Contract Sum by \$199,395 from \$215,407,146 to \$215,207,751; and (d) make other certain changes as set forth in Amendment No. 103.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Four, effective \_\_\_\_\_, to (a) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), corresponding

Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and Common Platform Subsystem to bridge the gap in warranty services for a period of twelve (12) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$1,067,684; (b) increase the Maximum Contract Sum by \$1,067,684 from \$215,207,751 to \$216,275,435; and (c) make other certain changes as set forth in Amendment No. 104.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Five – Unilateral Amendment No. 30, issued on \_\_\_\_\_, to (a) reconcile Exhibit C.2 (Phase 1 – System Design) to reflect a cost decrease in an amount of \$122,264; (b) reconcile Exhibit C.17 (LMR Change Order Modifications) to reflect a cost decrease in an amount of \$120,647; (c) reconcile Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation) to reflect a cost decrease in the amount of \$115,920; (d) reflect a cost neutral transfer of discounts from Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C.15 (LMR System Discounts) in the amount of \$361,900; (e) reflect a cost neutral transfer of a discount from Exhibit C.17 (LMR Change Order Modifications) to Exhibit C.3 (Phase 2 – Site Construction and Site Modification) in the amount of \$121,819; (f) reflect an adjustment to holdback in the amount of \$64,774; (g) decrease the Maximum Contract Sum by \$358,831 from \$216,275,435 to \$215,916,604; and; and (h) make other certain changes as set forth in Unilateral Amendment No. 30.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) incorporate an LMR Change Order for DTVRS Antenna Changes to Mitigate UHF DTV Channel 15 at the Tejon Peak (TPK) site for a cost increase in the amount of \$42,546; (b) increase the Maximum Contract Sum by \$42,546 from \$215,916,604 to \$215,959,150; and (c) make other certain changes as set forth in this Amendment No. 106.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 106, 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 Agreement. Unless otherwise noted, section references in this Amendment No. 106 refer to sections of the Agreement, as amended by this Amendment No. 106.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-7106, for the replacement of antennas to mitigate interference to UHF DTV Channel 15, which is included herein by this reference, pursuant to Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 2, in exchange for the amounts

set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	TPK	Tejon Peak	MSI-7106	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$42,546
TOTAL AMOUNT:					\$42,546

3. Amendments to the Agreement.

3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular 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 Fifteen Million, Nine Hundred Fifty-Nine Thousand, One Hundred Fifty Dollars (\$215,959,150) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Fifty-Nine Million, Four Hundred Fifty Thousand, Nine Hundred Twenty-One Dollars (\$159,450,921). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 106 and incorporated herein by this reference.

4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 106 and incorporated herein by this reference.

- 4.3 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 106 and incorporated herein by this reference.
5. This Amendment No. 106 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 5.1 An authorized agent of Contractor has executed this Amendment No. 106;
  - 5.2 Los Angeles County Counsel has approved this Amendment No. 106 as to form;
  - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 106;
  - 5.4 The Executive Director of the Authority has executed this Amendment No. 106.
6. Except as expressly provided in this Amendment No. 106, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 106 on behalf of Contractor represent and warrant that the person executing this Amendment No. 106 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 106, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 106 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 ONE HUNDRED SIX  
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. 106 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: \_\_\_\_\_

Arturs A. Vanags  
Motorola Project Director

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

DAWYN R. HARRISON  
Acting County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

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 <sup>(Note 1)</sup>	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,005	\$ 2,009,828	\$ 18,722,174
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 162,163,725</b>	<b>\$ 13,505,169</b>	<b>\$ 148,658,553</b>
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 162,163,725</b>	<b>\$ 13,505,169</b>	<b>\$ 204,557,072</b>
<del>Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup></del>	<del>\$ 19,109,375</del>	<del>\$ -</del>	<del>\$ 1,910,937</del>	<del>\$ 17,198,437</del>
<del>Mandatory Building Coverage Additive Alternate</del>	<del>\$ 29,828,448</del>	<del>\$ -</del>	<del>\$ 2,982,845</del>	<del>\$ 26,845,603</del>
<del>Metrorail Coverage Additive Alternate</del>	<del>\$ 4,792,260</del>	<del>\$ -</del>	<del>\$ 479,226</del>	<del>\$ 4,313,034</del>
<del>LMR System Maintenance for Additive Alternates</del>	<del>\$ 19,620,355</del>	<del>\$ -</del>	<del>\$ 1,962,036</del>	<del>\$ 17,658,320</del>
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,543,760	\$ 354,376	\$ 3,189,384
LMR Unilateral Amendments		\$ 1,395,361	\$ 139,536	\$ 1,255,825
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 1,067,683		\$ 1,067,683
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 175,957,847</b>	<b>\$ 21,684,525</b>	<b>\$ 284,826,275</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$175,957,847</b>			
<b>LMR Discounts <sup>(Note 2)</sup></b>	<b>-\$17,201,215</b>			
<b>MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$215,959,150</b>			

Note 1: 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., 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.

## SCHEDULE OF PAYMENTS

### EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 28</b>					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
MSI-012	LMR	MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR	\$ -	\$ -	\$ -
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
<b>Amendment No. 28 Subtotal</b>			<b>\$ 24,953</b>	<b>\$ 2,495</b>	<b>\$ 22,458</b>
<b>Amendment No. 29</b>					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
<b>Amendment No. 29 Subtotal</b>			<b>\$ 38,456</b>	<b>\$ 3,846</b>	<b>\$ 34,610</b>
<b>Amendment No. 30</b>					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
<b>Amendment No. 30 Subtotal</b>			<b>\$ 4,195</b>	<b>\$ 420</b>	<b>\$ 3,776</b>
<b>Amendment No. 31</b>					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
<b>Amendment No. 31 Subtotal</b>			<b>\$ 19,573</b>	<b>\$ 1,957</b>	<b>\$ 17,616</b>
<b>Amendment No. 33</b>					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
<b>Amendment No. 33 Subtotal</b>			<b>\$ 17,490</b>	<b>\$ 1,749</b>	<b>\$ 15,741</b>
<b>Amendment No. 34</b>					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
<b>Amendment No. 34 Subtotal</b>			<b>\$ 90,744</b>	<b>\$ 9,074</b>	<b>\$ 81,670</b>
<b>Amendment No. 35</b>					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
<b>Amendment No. 35 Subtotal</b>			<b>\$ 13,115</b>	<b>\$ 1,312</b>	<b>\$ 11,804</b>
<b>Amendment No. 36</b>					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
<b>Amendment No. 36 Subtotal</b>			<b>\$ 4,952</b>	<b>\$ 495</b>	<b>\$ 4,457</b>
<b>Amendment No. 37</b>					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361



Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
<b>Amendment No. 37 Subtotal</b>			<b>\$ 56,337</b>	<b>\$ 5,634</b>	<b>\$ 50,703</b>
<b>Amendment No. 38</b>					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ -	\$ -	\$ -
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
<b>Amendment No. 38 Subtotal</b>			<b>\$ 74,426</b>	<b>\$ 7,443</b>	<b>\$ 66,983</b>
<b>Amendment No. 39 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 26,965	\$ 2,697	\$ 24,269
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
<b>Amendment No. 39 Subtotal</b>			<b>\$ 57,300</b>	<b>\$ 5,730</b>	<b>\$ 51,570</b>
<b>Amendment No. 41 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 40,899	\$ 4,090	\$ 36,809
MSI-5069	RPV1	New Phase 1 Work	\$ 44,808	\$ 4,481	\$ 40,327
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ -	\$ -	\$ -
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 41,171	\$ 4,117	\$ 37,054
MSI-5087	MTL2	Road Repair Design	\$ 2,200	\$ 220	\$ 1,980
<b>Amendment No. 41 Subtotal</b>			<b>\$ 218,595</b>	<b>\$ 21,860</b>	<b>\$ 196,736</b>
<b>Amendment No. 43 and Amendment No. 44 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-6017	RIH	Addition of Microwave Link	\$ 43,837	\$ 4,384	\$ 39,453
MSI-6016	SPH	Addition of Microwave Link	\$ -	\$ -	\$ -
MSI-6015	UNIV	Addition of Microwave Link	\$ 68,839	\$ 6,884	\$ 61,955
<b>Amendment No. 43 and Amendment No. 44 Subtotal</b>			<b>\$ 112,676</b>	<b>\$ 11,268</b>	<b>\$ 101,408</b>
<b>Amendment No. 45</b>					
MSI-6018	LPC	Environmental Phase II Limited Subsurface Investigation	\$ 19,740	\$ 1,974	\$ 17,766
MSI-6019	MML	Environmental Phase II Limited Subsurface Investigation	\$ 19,310	\$ 1,931	\$ 17,379
<b>Amendment No. 45 Subtotal</b>			<b>\$ 39,050</b>	<b>\$ 3,905</b>	<b>\$ 35,145</b>
<b>Amendment No. 46</b>					
MSI-6043	POM	Asbestos Abatement Services	\$ 330,000	\$ 33,000	\$ 297,000
MSI-6030	JPK/RHT/VPK	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$ 45,728	\$ 4,573	\$ 41,155
<b>Amendment No. 46 Subtotal</b>			<b>\$ 375,728</b>	<b>\$ 37,573</b>	<b>\$ 338,155</b>

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 47</b>					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RIH	Soil Removal	\$ —	\$ —	\$ —
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
<b>Amendment No. 47 Subtotal</b>			<b>\$ 710,217</b>	<b>\$ 71,022</b>	<b>\$ 639,196</b>
<b>Amendment No. 48</b>					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ —	\$ —	\$ —
<b>Amendment No. 48 Subtotal</b>			<b>\$ 10,159</b>	<b>\$ 1,016</b>	<b>\$ 9,143</b>
<b>Amendment No. 49 and Amendment No. 59</b>					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ —	\$ —	\$ —
MSI-6069	LARICS	Audio Loopback	\$ —	\$ —	\$ —
<b>Amendment No. 49 Subtotal</b>			<b>\$ 110,000</b>	<b>\$ 11,000</b>	<b>\$ 99,000</b>
<b>Amendment No. 50</b>					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
<b>Amendment No. 50 Subtotal</b>			<b>\$ 375,108</b>	<b>\$ 37,511</b>	<b>\$ 337,597</b>
<b>Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,196	\$ 1,120	\$ 10,076
MSI-6096	CCB	Microwave Installation Modification	\$ —	\$ —	\$ —
<b>Amendment No. 51 Subtotal</b>			<b>\$ 11,196</b>	<b>\$ 1,120</b>	<b>\$ 10,076</b>
<b>Amendment No. 52</b>					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
<b>Amendment No. 52 Subtotal</b>			<b>\$ 34,359</b>	<b>\$ 3,436</b>	<b>\$ 30,923</b>
<b>Amendment No. 53</b>					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
<b>Amendment No. 53 Subtotal</b>			<b>\$ 342,460</b>	<b>\$ 34,246</b>	<b>\$ 308,214</b>
<b>Amendment No. 54</b>					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
<b>Amendment No. 54 Subtotal</b>			<b>\$ 138,707</b>	<b>\$ 13,871</b>	<b>\$ 124,836</b>
<b>Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
<b>Amendment No. 55 Subtotal</b>			<b>\$ 195,638</b>	<b>\$ 19,564</b>	<b>\$ 176,074</b>
<b>Amendment No. 56</b>					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
<b>Amendment No. 56 Subtotal</b>			<b>\$ 13,972</b>	<b>\$ 1,397</b>	<b>\$ 12,575</b>
<b>Amendment No. 57</b>					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
<b>Amendment No. 57 Subtotal</b>			<b>\$ 8,566</b>	<b>\$ 857</b>	<b>\$ 7,709</b>
<b>Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
<b>Amendment No. 58 Subtotal</b>			<b>\$ 60,650</b>	<b>\$ 6,065</b>	<b>\$ 54,585</b>
<b>Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
<b>Amendment No. 59 Subtotal</b>			<b>\$ 15,876</b>	<b>\$ 1,588</b>	<b>\$ 14,288</b>
<b>Amendment No. 63</b>					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
<b>Amendment No. 63 Subtotal</b>			<b>\$ 10,788</b>	<b>\$ 1,079</b>	<b>\$ 9,709</b>
<b>Amendment No. 64 and Amendment No. 88</b>					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
<b>Amendment No. 64 nd Amendment No. 88 Subtotal</b>			<b>\$ 12,428</b>	<b>\$ 1,243</b>	<b>\$ 11,185</b>
<b>Amendment No. 77</b>					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
<b>Amendment No. 77 Subtotal</b>			<b>\$ 16,130</b>	<b>\$ 1,613</b>	<b>\$ 14,517</b>
<b>Amendment No. 83</b>					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
<b>Amendment No. 83 Subtotal</b>			<b>\$ 17,412</b>	<b>\$ 1,741</b>	<b>\$ 15,671</b>
<b>Amendment No. 86</b>					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
<b>Amendment No. 86 Subtotal</b>			<b>\$ 14,386</b>	<b>\$ 1,439</b>	<b>\$ 12,947</b>
<b>Amendment No. 88</b>					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
<b>Amendment No. 88 Subtotal</b>			<b>\$ 15,932</b>	<b>\$ 1,593</b>	<b>\$ 14,339</b>
<b>Amendment No. 90</b>					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
<b>Amendment No. 90 Subtotal</b>			<b>\$ 60,717</b>	<b>\$ 6,072</b>	<b>\$ 54,645</b>
<b>Amendment No. 91</b>					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
<b>Amendment No. 91 Subtotal</b>			<b>\$ 14,806</b>	<b>\$ 1,481</b>	<b>\$ 13,325</b>
<b>Amendment No. 92</b>					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
<b>Amendment No. 92 Subtotal</b>			<b>\$ 152,500</b>	<b>\$ 15,250</b>	<b>\$ 137,250</b>
<b>Amendment No. 99</b>					

**EXHIBIT C.17***Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 106*

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 3,543,760</b>	<b>\$ 354,376</b>	<b>\$ 3,189,384</b>

**Note 1:** The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.

## SCHEDULE OF PAYMENTS

### EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 106	HOLDBACK
Phases 1 to 4 Holdback	\$13,505,169
LMR Change Order Modifications Holdback	\$354,376
LMR Unilateral Amendments Holdback	\$139,536
MPLS Mobile Backhaul Holdback	\$220,000
<b>SUBSYSTEM HOLDBACK TOTAL</b>	<b>\$14,219,081</b>

Subsystem	COMPLETION ACCEPTANCE			TESTING			HOLDBACK				Total
	Date of Completion	Percentage	Payment of Subsystem Phase 4 Completion Acceptance	Testing Percentage	Subsystem Acceptance Testing	Coverage Acceptance Testing	Release of Holdback of Coverage Testing	Release of Holdback at each Subsystem Acceptance	Release of \$1.5M of Holdback at Final Acceptance	Release of 5% of Holdback One Year After System Acceptance	
NMDN (Phase 1)	9/28/2022	10%	\$921,735			\$176,709		\$552,345	\$149,481	\$704,289	\$2,504,558
DTVRS (17 Cells/Sites out of 33 Cells/Sites)	6/6/2022	55%	\$0	50%		\$614,710	\$68,301	\$0	\$0	\$0	\$683,011
DTVRS (16 Cells/Sites out of 33 Cells/Sites)	1/23/2023		\$5,069,545			\$578,550	\$64,283	\$2,940,289	\$826,817	\$3,928,407	\$13,407,891
LARTCS	6/9/2023	10%	\$921,735	25%		\$596,630	\$66,292	\$486,053	\$149,481	\$704,289	\$2,924,480
ACVRS	6/21/2023	20%	\$1,843,471	25%		\$596,630	\$66,292	\$1,044,023	\$300,000	\$1,420,759	\$5,271,176
NMDN (Phase 2) Completion final System Document	8/18/2023	5%	\$460,868					\$269,221	\$74,221	\$346,055	\$1,150,366
Functional Test Acceptance 80%	6/6/2022				\$304,662			\$16,926		\$21,157	\$342,745
Functional Test Acceptance 20%					\$76,166			\$4,231			\$80,397
<del>Special Operational Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Stress Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Voice Aerial Coverage Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Voice Waterway Coverage Test Acceptance</del>					\$0			\$0		\$0	\$0
Voice Subscriber Access Test Acceptance					\$95,207			\$5,289		\$5,289	\$105,785
NMDN CAD Baseline System Test Acceptance					\$47,603			\$2,645		\$2,645	\$52,893
<b>Final System Acceptance</b>		<b>100%</b>	<b>\$9,217,354</b>	<b>100%</b>	<b>\$523,638</b>	<b>\$2,563,229</b>	<b>\$265,169</b>	<b>\$5,321,022</b>	<b>\$1,500,000</b>	<b>\$7,132,890</b>	<b>\$26,523,302</b>
<b>\$9,217,354</b>				<b>\$3,086,867</b>			<b>\$14,219,081</b>				

## AGENDA ITEM N - ENCLOSURE