



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, March 4, 2021 • 9:00 a.m.

#### **Microsoft Teams Meeting\***

**Link:** [Click here to join the meeting](#)

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

Telephone Number: (323) 886-6924

Conference ID: 561 978 425#

#### **Video Conferencing Device:**

[493366865@t.plcm.vc](mailto:493366865@t.plcm.vc)

VTC Conference ID: 117 986 367 2

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

#### **AGENDA POSTED: February 26, 2021**

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

**\*The procedures used for this Teleconference Meeting are permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.**

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#### **Members:**

1. **Fesia Davenport**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Alex Villanueva**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Vacant**
6. **Brian Solinsky**, Interim Police Chief, City of South Pasadena Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **David Povero**, Chief of Police, City of Covina Police Dept.

#### **Alternates:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.  
**Eli Vera**, Chief, Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Vacant**  
**Vacant**  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Ed Ridens**, Deputy Chief, City of Inglewood Police Dept.  
**Brian Leyn**, Captain, City of Signal Hill Police Dept.  
**Ric Walczak**, Captain, City of Covina Police Dept.

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#### **Officers:**

**Scott Edson**, Executive Director  
**Arlene Barerra**, County of Los Angeles Auditor-Controller  
**Keith Knox**, County of Los Angeles, Treasurer and Tax Collector  
**Priscilla Dalrymple**, Board Secretary



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – ROLL CALL**

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

A. February 4, 2021 – Minutes

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – NONE**

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

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Chairs Report – Sven Crongeyer

E. Finance Committee Chairs Report – No Report

**VII. DISCUSSION ITEMS (F-I)**

F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal

Agenda Item F

G. Frequency and Licensing Issues Impacting Land Mobile Radio Deployment –  
Chris Odenthal and Ted Pao

Agenda Item G



- H. Update on Coastal Development Permit Process for Five Land Mobile Radio System Sites – Tanya Roth

Agenda Item H

- I. Outreach Update – Wendy Stallworth-Tait and Sven Crongeyer

Agenda Item I

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

### **J. AMENDMENT NO. 30 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

It is recommended that your Board:

1. Approve Amendment No. 30, substantially similar in form to the (Enclosure), which contemplates revising the Agreement with Jacobs to reflect the following:
  - a. Revise the Rate Schedule to reflect an increase to the hourly rate by 0.9 percent to account for a COLA for the Grants Management position only.
  - b. Reallocate a cost savings realized from the Grants Analyst position within the Jacobs PSBN Round 2 program budget to the Grants Analyst position within the Jacobs Land Mobile Radio (LMR) System program budget in the amount of \$33,169.
  - c. Reflect an increase in the Grants Analyst position in the amount of \$217,017; which will allow this position to continue grant administration work through June 2022 for the LMR System.
  - d. Approve an increase to the Maximum Contract Sum by \$183,848 from \$67,331,134 to \$67,514,982 when taking revisions contemplated in Amendment No. 30 into consideration.
2. Delegate authority to the Executive Director to execute Amendment No. 30, 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. 30.



Agenda Item J

**K. APPROVE AMENDMENT NO. 56 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Make the following findings with respect to the LMR Change Order Modifications:
  - a. Find that (a) approval of Amendment No. 56 to contemplate certain Change Order Modifications at one (1) LMR System Site, Topanga Peak (TOP), related to producing Biota Reports, 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. 56 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
  - a. Reconciliation to remove five (5) LMR System Sites: H-17 Helipad (H17A), FS 91 (LACF091), Pacific Design Center (PDC), Porthead Tank (PWT) and 100 Wilshire (WS1); as it relates to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components, and Phase 4 (LMR System Implementation), respectively, resulting in a net cost decrease in the amount of \$3,645,399.
  - b. Incorporate certain LMR Change Order Modification for the inclusion of Biota reports for the TOP site at a total cost increase in the amount of \$13,972.



3. Authorize a decrease to the Maximum Contract Sum in an amount of \$3,631,427 when taking the recommended actions into consideration from \$291,269,426 to \$287,637,999.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Amendment No. 56.
5. Delegate authority to the Executive Director to execute Amendment No. 56, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item K

**L. APPROVE THE IMPLEMENTATION OF AN LA-RICS SURPLUS PROPERTY DISPOSAL POLICY**

It is recommended that your Board:

1. Approve the enclosed LA-RICS Surplus Property Disposal Policy (Policy No. 032-2021) to establish a process for the disposal of supplies, equipment, and assets the Authority deems no longer useful (e.g. supplies, equipment, and assets have surpassed their useful life, are scrap, damaged, have become obsolete, unusable surplus, have been abandoned, etc.) and have not been purchased with grant funds, or if purchased with grant funds, adhere to proper grant disposition rules.
2. Delegate authority to the Executive Director to implement the policy and make administrative revisions to the policy to effectuate its intent, as may be needed, provided any such revisions are approved as to form by Counsel to the Authority.

Agenda Item L

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case).



**XII. ADJOURNMENT AND NEXT MEETING:**

Thursday, April 1, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



## BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) 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, February 4, 2021 • 9:00 a.m.  
**Conducted via Microsoft Teams Meeting\***

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**Board Members Present:**

**Cathy Chidester**, Dir., EMS Agency, County of LADHS  
**Mark Alexander**, City Manager, CA Contract Cities Assoc.

**Alternates For Board Members Present:**

**John Geiger**, General Manager, County of Los Angeles  
**Tony Ramirez**, Vice-Chair, Assistant Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Brian Solinsky**, Deputy Chief, City of South Pasadena Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

**Officers Present:**

**Scott Edson**, LA-RICS Executive Director  
**Priscilla Dalrymple**, LA-RICS Board Secretary

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**Absent:**

**Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.  
**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.  
**Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.





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

**I. CALL TO ORDER**

Alternate Chair, Mark Glatt, called the Special Board meeting to order at 9:03 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

Alternate Chair Glatt asked for a roll call and acknowledged a quorum was present.

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

**A. January 7, 2021 – Minutes**

Alternate Chair Glatt asked if there were any questions or comments from the Board.

Board Member Mark Alexander motioned first, seconded by Alternate Board Member David Povero.

Ayes 7: Alexander, Chidester, Geiger, Glatt, Povero, Ramirez, and Solinsky.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS – NONE**

**V. CONSENT CALENDAR – NONE**

Alternate Chair Glatt announced he has decided to retire from the Los Angeles County Sheriff's Department (LASD) effective March 31, 2021, and stated this will be his last meeting as the Alternate for Sheriff Alex Villanueva and his replacement will be Chief Eli Vera.

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

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

Executive Director Scott Edson greeted the Alternate Chair, Board members and meeting attendees and extended congratulations to Alternate Chair Glatt on his upcoming retirement and displayed a plaque from LA-RICS presented to Chair Glatt a few days before.

Executive Director Edson stated he worked with Alternate Chair Glatt when he was a Lieutenant in 2011 when Executive Director Edson was the Captain of Sheriff's



Communications and Fleet and he was looking for an exciting position within the Bureau. Alternate Chair Glatt was over qualified for the position where his knowledge and experience in communications became evident, so Executive Director Edson snatched him up. Since 2011 Alternate Chair Glatt has been involved in many successful large projects, and has improved and maintained the Sheriff's current system awaiting LA-RICS. Upon his promotion to Chief of Technical Services Division he, like all of you, became Executive Director Edson's boss. As chair we worked well together and this program has moved right along, despite hurdle after hurdle. Executive Director Edson stated he really cannot say enough about the great contributions made to LASD, LA-RICS, and the citizens of Los Angeles County since 2011 by Alternate Chair Glatt. He will be missed and again, thank you Alternate Chair Glatt for your service and congratulations, and welcome to Chief Eli Vera, his replacement.

Alternate Chair Glatt acknowledged and thanked Executive Director Edson for this comments.

Executive Director Edson stated he would also like to take the time to thank Chief John Curley for his service on the Board. Chief Curley announced he is leaving to become Chief of Security for Foothill Transit and leaving our Board effective February 15, 2021 and LA-RICS has a plaque for him too. Executive Director Edson stated he first met Chief Curley back in 2016, which he believes it was at a retirement dinner and Chief Curley was slated to become the next Police Chief for the Covina Police Department. Executive Director Edson stated he introduced himself and they talked and it was clear to him why he was going to be the next Police Chief and hoped he would become one of our Board members. Executive Director Edson stated he knew that his knowledge, experiences, and personality would make Chief Curley successful and it clearly did; and thanked Chief Curley for his service, and stated he will be missed, and is sure that he will be very successful as the Chief of Security and Safety for Foothill Transit.

Executive Director Edson stated he has one question for Chief Curley, what kind of radio system does Foothill Transit use and when can the team meet to discuss replacing that system with LA-RICS. Executive Director Edson stated again, congratulations.

### **LTE 2 Update**

In regards to the Long Term Evaluation (LTE) 2 update, Executive Director Edson stated the Federal Grantor informed us Doug Kinkoph, National Telecommunications and Information Administration (NTIA) Associate Administrator, recommended approval of the Asset Transfer documents which are currently under review with the NTIA office of Chief Counsel and Department of Commerce office of General Counsel's financial assistance law division – which is the legal counsel to the National Oceanic



and Atmospheric Administration (NOAA). Once legal completes their review it routes for leadership approval. Either the Acting Secretary or once the appointed one is approved; they will approve the documents at NTIA and route to NOAA for approval. Executive Director Edson stated it's been quite some time as the team submitted documents for approval in October 2020, and the team has impressed upon the Federal Grantor incorporating these sites into the National Public Safety Broadband Network (NPSBN) is time-sensitive. Additionally, LA-RICS informed them while we await approval we will continue to incur costs tied to maintaining these sites under LA-RICS ownership such as insurance cost, etc.

In addition, the payment from AT&T that was to fund our current fiscal year operations is pending this Asset Transfer approval. The team is holding certain payments funded by the AT&T Business Agreement funds pending the final approval and payment tied to the same.

The team has reported to your Board that POM2 contractor had run into issues securing its license renewal. LA-RICS is happy to report they were able to secure appropriate license renewals and work at POM2 is underway. Project Director Chris Odenthal will provide additional updates on the status of this and other LTE 2 sites under Agenda Item F.

### **LMR Update**

In regards to the Land Mobile Radio (LMR) update, Executive Director Edson stated as most of you know, the T-Band take away was rescinded; so the team continues to move forward to properly license the T-Band frequencies currently in use, with the assistance of the Los Angeles County Internal Service Department (ISD), the Spectrum Manager. LA-RICS Lead Engineer Ted Pao will provide an update on frequency and licensing under Agenda Item G.

With the clearing of the T-Band take away (and the appropriate interference mitigation efforts) and based on a question from Alternate Chair Glatt a couple meetings ago about future agency access, LA-RICS has a presentation by Steve Page, the LMR System Manager on System Capacity and Coverage under Agenda Item J. Steve will tie together the importance of the 58 site system, the coverage, the numerous subsystems, with agency compatibilities for a holistic view of how the LA-RICS system will greatly benefit first and secondary responders.

As for the Coastal Sites, the County has confirmed placement of findings of the two (2) Santa Monica Mountain sites that were appealed on their Board Agenda of February 9, 2021, for formal approval upholding Regional Planning's findings. LA-RICS expected these would be heard on January 26, 2021; however, the County has committed it will hear the items on February 9<sup>th</sup> and no later. As for the three (3)



Catalina sites that received their respective Coastal Development Permits in December, Motorola Solutions Inc., (Motorola) received building permits for two (2) of the three (3) sites the first week of January, and according to our partners at the Department of Public Works, the 3rd building permit is imminent.

Unfortunately, despite having permits in hand for two (2) of the three (3) sites the first week of January, no construction activity has begun at those sites. As has been reported to your Board, those sites were included in the list of demobilized sites Motorola stated it would not continue work on despite significant schedule impacts their demobilization would have, especially at these Catalina Island sites where the window for construction activities is critical given the fox pupping season and environmental restrictions tied to the same. The team has communicated the impact this demobilization has on the program, the schedule and cost delays; however, Motorola continues to refuse to issue work orders for construction to commence. Deputy Project Manager Tanya Roth will provide additional details relating to the status of the Coastal sites under Agenda Item H. Executive Director Edson stated he will continue to update your Board on status of LMR work performed by Motorola.

Motorola is continuing to move forward on the remaining sites captured in the Urban Area Security Initiative (UASI) 18 program scheduled to close out this March. Executive Director Edson stated there have been some delays encountered on the scheduled work and the team may be obligated again to seek a time extension to allow for these activities to be captured under the UASI Grant. Despite working groups and meetings with Motorola taking place over the last year to ensure compliance with performance period deadlines and performing efficiently at sites to be able to mitigate unforeseen issues, such as red flag days and snow delays, the team is here again looking for ways to mitigate these very delays. Executive Director stated if the team needs an extension it will likely be a request to borrow time from the City of Los Angeles Mayors' Office closeout period for those specific sites requiring additional time only and will not be a request for an extension of the appropriation. LA-RICS continues working with Motorola to pull in dates where the team can and capture only those activities which truly require additional time. Agenda Item K is an Amendment to the LMR contract to include change orders required to complete work at certain UASI 18 sites – change order work includes electrical utility work at Mount Disappointment (MDI) and work required to comply with the Special Use Permit/United States Forest Service Decision Memo for the visual impact mitigation measures at eleven (11) sites. The item was presented to the Board at a Change Order Board meeting on January 12, 2021, and Executive Director Edson stated he has vetted and supports the amendment request with the amended costs captured in the UASI 18 spending plan.

Lastly, Justin Delfino will provide additional details on LMR build under the Project Managers Report.



Executive Director Edson thanked the Chair and Board members and concluded his report.

There was no further discussion.

**C. Project Manager's Report – Justin Delfino**

**LTE2 Current Status:**

Program Manager Justin Delfino presented the status of LTE2 and stated Sites 1-20 closeout materials including punch corrections and as-built information has been transmitted to FirstNet AT&T, approximately fifteen (15) of the sites have been accepted by FirstNet AT&T to date. The remaining sites to accept are USFS sites and UCLA.

**LTE2 Sites 21 through 26**

Program Manager Delfino provided an overview of sites 21 through 26 as stated below:

- MML2 – Base work completed.
- MNTBLPD – Base scope work completed.
- POLA1 – Base work completed, in queue for LADWP to energize.
- POLA2 - Base work completed, will energize upon inspection approval.
- POLB1 - Awaiting confirmation of executed SAA.
- POM2 – Construction started.

Program Manager Delfino provided updates and shared site photos of what the Team has been working on as stated below:

**POLA1**

A photo of a monopole in the Port of Los Angeles.

**POLA2**

Program Manager Delfino stated both POLA1 and POLA2 are sitting in a critical area for coverage because it is hard to get telecommunication sites installed in the Port of Los Angeles. Both towers are pictured sitting on cellblock foundations.



### **POM2**

Program Manager Delfino shared a photo of material staging showing the team just started work at this site.

Program Manager Delfino stated if you have any questions Chris Odenthal will take them during Agenda Item F.

### **LMR PROGRAM CONSTRUCTION OVERVIEW**

Program Manager Delfino provided an update on the construction overview and shared some recent successes on the LMR Program as stated below:

#### **Open and Active Sites:**

- UASI 18 -. Fourteen (14) total new sites with this grant spend with finishing touches remaining at nine (9) Sites
- UASI 19 – Two (2) sites under construction BUR1 and BMT.

#### **January/ February successes on the LMR Program:**

- Only eleven (11) sites remain to build.
- 30 sites have permanent power.
- Zero recordable injuries to date.

#### **Monthly Report Follow-up:**

Program Manager Delfino provided an update on Monthly Report follow-up as stated below:

- MSI Report No. 89 was not provided this month to the JPA. This is an effort of quality reporting as the team did not agree with items reported by MSI.
- MSI has still not appointed a Construction Supervisor.
- MSI is still struggling to manage IMS submissions.
- MSI is having difficulty in providing close out materials.



### **SAA**

Program Manager Delfino stated there is one outstanding SAA with finalization of ESR pending.

### **MMRP Monitoring:**

Program Manager Delfino stated no shows, late cancellation, and leaving early is a current problem with MSI subcontractors and the Authority is currently tracking this issue closely and documenting the issues to MSI.

### **Current Focus:**

Program Manager Delfino stated the schedule has been a primary focus between the LA-RICS and MSI Teams and provided highlights below:

- Schedule IMS resolution – Currently MSI has only submitted IMS schedule for information only. MSI has also submitted a Fragnet schedule to demonstrate opportunities to complete earlier. MSI is working to complete the Grant spending objectives for UASI 18.
- In this period the Authority is assisting MSI in power coordination at remaining sites.
- Change Management has become a focus between MSI and the Authority; there are two regularly scheduled meetings to review and approve change order requests. Despite all of the attention paid to processing change requests, MSI has taken the position, contrary to contract instruction, they will not perform change work prior to executed change order requests.

Program Manager Delfino provided updates and shared site photos of what the Team has been working on as stated below:

### **LPC**

Program Manager Delfino shared a panoramic photo of LPC completed.

### **BUR1**

Program Manager Delfino shared photos of progress at BUR1, and stated this is the site being completed and the photo on the left shows the Team setting final cage (the cage was damaged in transportation and was rebuilt on site) and shared the photo on the right of a truck pumping into the foundation.





**GMT**

Program Manager Delfino shared a photo of the site and tall grass (living up to its namesake).

**PRG**

Program Manager Delfino shared a panoramic photo of completed site.

**MDI**

Program Manager Delfino shared a photo of ISD clearing the road of snow as a result of an issue at MDI, where Motorola had problems coming up to the site due to the snow.

**MML**

Program Manager Delfino shared another photo to demonstrate the snow weather condition at the site.

**RIH**

Program Manager Delfino shared a photo of a punch walk through being performed.

**INDWT**

Program Manager Delfino shared another punch walk through photo at INDWT and stated the gentleman in the photo is taking a picture of the ID tag of the tower. These type of photos are used by MSI to assemble their closeout manuals.

This concludes the Project Manager's Report.

There was no further discussion.

**D. Joint Operations and Technical Committee Chairs Report – Sven Crongeyer**

Lieutenant Sven Crongeyer stated the team is making progress on the 13 Channel ACVRS MOU. The team hopes to have the MOU completed in the near future. Lieutenant Crongeyer stated he has not heard any feedback from the California Department of Justice (DOJ) regarding the Confidentiality of Information Bulletin all California Law Enforcement Telecommunication System (CLETS) users were supposed to have submitted their compliance plans by December 31, 2020. Lieutenant Crongeyer stated he will follow-up with DOJ for the compliance plans status and report back to the board if needed.





**E. Finance Committee Chair Report – No Report**

**VII. DISCUSSION ITEMS (F-J)**

**F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal**

Program Director Chris Odenthal stated the document before you is the tracker showing all sites with the exception of POM2 are constructed and infrastructure is complete; with antennas installed and awaiting tower. In regards to POM2, Project Manager Delfino showed photos of equipment that is now on-site. A crane delivery took place this past weekend.

Program Director Odenthal stated the team has continued to follow-up with POLB1 and AT&T on their efforts to secure a lease agreement. It is continuing to be a cost issue from an ongoing rent perspective (POLB1 asked AT&T to submit a counter proposal). Program Director Odenthal stated from a grant perspective any activity that LA-RICS would perform on POLB1 is entirely the responsibility of AT&T from a construction and final negotiation standpoint.

This concludes the update.

There was no further discussion.

**G. Frequency and Licensing Issues Impacting Land Mobile Radio Deployment – Chris Odenthal and Ted Pao**

LA-RICS Lead Engineer Ted Pao stated on the TV interference issue, in December, the San Diego's TV station has relocated its transmitter and antenna to another site. Subsequent to the relocation, there was a joint testing of the interference measurement with the TV station technical personnel. LA-RICS Lead Engineer Pao stated a draft report indicated there is some interference reduction as compared to the old site and tower, but more long-term measurements and data collection by the County will be needed to determine the final outcome to this mitigation.

LA-RICS Lead Engineer Pao stated on the frequency license topic, as reported by Executive Director Edson, Congress has finally repealed the T-band auction that was mandated in the 2012 Middle Class Tax Relief and Job Creation Act. Now that Congress has repealed this mandate, it now allows the Federal Communication Center (FCC) to proceed with processing T-band applications. FCC issued an order to allow existing T-band applications for renewal or modification to proceed forward but will dismiss all new license applications that have been submitted with a waiver of suspension notice.



LA-RICS Lead Engineer Pao stated what this means for LA-RICS is FCC will process some of our licenses that only needed modifications but most of our applications for new licenses will be dismissed. The County, as the Spectrum Manager, will be able to move forward to re-submit our applications when FCC opens up for new applications on March 22, 2021. As these applications have already passed FCC technical review, the team are not expecting long delays on getting licenses granted after the submittal. This concludes the update.

There was no further discussion.

**H. Update on Coastal Development Permit Process for Five Land Mobile Radio System Sites – Tanya Roth**

Deputy Program Manager Tanya Roth stated the late breaking news from last night is the two (2) sites in the Santa Monica Mountains (Saddle Peak and Fire Station 72) posted on the Board of Supervisors Agenda as consent to deny the appeals filed and find in favor of the projects proceeding forward. As you will recall both sites received appeals followed by unanimous approval at the respective Regional Planning Commission (RPC) Hearings. The Board of Supervisors (BOS) appeal hearings were held in November where the BOS voted in favor of the projects and denied the appeals. The meeting next week is to finalize the BOS decisions via an agenized consent item. Once the administrative item is finalized following next week's meeting the next step is a 10-day appeal period, which is appealable to the California Coastal Commission. Deputy Program Manager Roth stated the CDP process for these two sites is taking longer than expected due to the appeals filed, but she assured the board that it is moving forward.

Deputy Program Manager Roth went on to report on the Catalina sites and share that Regional Planning issued all three (3) Coastal Permits on December 17, 2020, making for a fantastic and much celebrated early holiday gift! Since then, Motorola has informed the Authority their permitted access route needs to be adjusted which triggers the need for an amendment to the Coastal Permit that was issued in December. Deputy Program Manager Roth stated as Executive Director Edson mentioned, the building permits for Black Jack and Tower Peak were received, with Dakin Peak to follow shortly once Geotechnical and Materials Engineering Division (GMED) corrections are addressed by Motorola's engineering team. Finally, Deputy Program Manager Roth shared that the DPK SAA completed last week and with Fox Popping Season commencing on March 1, 2021, these last remaining items need to be resolved quickly otherwise, mobilization to the island will be delayed until July.

This concludes the update.

There was no further discussion.



**I. Outreach Update – Wendy Stallworth-Tait and Sven Crongeyer**

Executive Assistant Wendy Stallworth-Tait stated before you today as Agenda Item I, is the outreach summary for the months of December and January. Executive Assistant Stallworth-Tait stated she will highlight some of the activities and pass it to Lieutenant Crongeyer and he will provide updates on agencies outreach.

Executive Assistant Stallworth-Tait stated various meeting continued with team members and AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Assignment and Assumption Agreements and Amendments, Network Coverage Review and quarterly progress review.

Executive Director Edson met with Los Angeles County CEO to provide an update on LA-RICS and Executive Director Edson attended virtually the International Association of Chiefs of Police (IACP) Communication, Technology Committee Meeting, the National Sheriff's Association (NSA) Government Affairs and the Emergency Communications Preparedness Center (ECPC) Advanced Technologies Working Group (ATWG) Monthly Meetings.

Lastly, Executive Director Edson and members of the LA-RICS Team met with representatives from the Los Angeles DWP Real Estate Division to discuss transfer of LTE Round 1 assets to FirstNet.

Lieutenant Crongeyer stated the team is working with California State University, Northridge to get their dispatch console connected to the LA-RICS Core. The team is assisting with radio programming for Inglewood Police Department, Los Angeles County Department of Public Health, UCLA Police Department, and Santa Monica College Police Department.

This concludes the update.

There was no further discussion.

**J. LMR System Capacity and Coverage Update – Steven Page**

LMR System Manager Steven Page presented Agenda Item J and stated he is here at the request of Alternate Chair Glatt to follow up on the discussion held in August of 2019 regarding system capacity.

The question was asked by your Board, 'How many agencies can LA-RICS support on the LMR system?' and in order to answer that question, the team had to go back and look at the entire system holistically and our stringent capacity requirements in the Request for Proposals (RFP) and in the LMR contract, followed up with a lot of math.



LMR System Manager Page stated LA-RICS capacity is based on accommodating 34,000 first responders in the region. LA-RICS also differentiated itself from other regional systems by establishing a minimum number of ten (10) simultaneous talk paths for each cell/site. This is an important differentiator as the capacity is not only been designed to meet first responder's day-to-day operational needs, but in a surge condition where heavy usage is not expected on a day-to-day basis in rural areas such as the Angeles National Forest, Lake Los Angeles, I-5 north corridor near the Grapevine all have the minimum ten (10) talk paths. In addition, the 700 MHz trunked and UHF trunked system were individually designed to accommodate 34,000 first responders. This was done to allow a path forward for LA-RICS to support its member's operation had T-band been pulled back by Congress as previously mentioned by Technical Lead Engineer Pao.

Looking at what is required to determine the capacity, LA-RICS start by looking at the hardware of the system itself, starting with the 58 individual Radio Frequency (RF) sites, of which LA-RICS has 47 either done or in construction. The sites LA-RICS has are a mixture of UHF and 700 MHz, based on balancing coverage among all the sites and cells and the subscriber units out there in the field. Each site/cell have the capacity of ten (10) talk paths minimally on the 700 MHz trunked system and the UHF trunked system. In essence, these are two (2) separate trunked systems that can work in a standalone configuration if an agency has only single band subscriber radios. For an agency with dual or multi-band radios, it can still default to operate on a single band operationally if that talk group's radio are all reachable in the band. Although the system does have dynamic capability to link between the 700 MHz radios to UHF radios, operating on a single band is the most spectrum efficient and reserves system capacity to the maximum. Pine Mountain (PMT) in the Angeles National Forest is the only site with a 6-Channel UHF site due to unavailability of commercial power as it is a solar power site.

LMR System Manager Page stated this is important because as LA-RICS look at capacity, the team is having to combine this with the details of how each radio interacts with the system and how the team consider the permissions and roaming abilities for each talk group in the network.

LMR System Manager Page stated to determine the number of users this system can support comfortably; some important factors must be considered such as:

1. What is the average length of each transmission on each talk group – understanding a tactical talk group is going to have shorter per-transmission length versus a dispatch channel for Law, but the opposite for Fire which has long transmissions for dispatch but shorter per-transmission length on the tactical channels, even though there are more transmissions. The good news is that in the

long run, everything balances out and LA-RICS has some numbers the team can really use.

- a. It is good to note the Contractor is planning on implementing a solution within the system that will provide automation in terms of reporting and data analysis, which will alleviate performing manual data analysis.
2. How many talk groups are allowed on the particular site? LA-RICS has all regional tactical and interoperability talk groups allowed everywhere, but for example, Cal State University Dominguez Hills (CSUDH) talk groups will only be allowed on the South cell, and won't affect any other cells in the system; Rose Parade talk groups for LASD will only be on the San Gabriel and Downtown cells.
3. The Tech/Ops group can, and will receive requests to allow a talk group to roam on another site, but that will be the exception rather than the rule. Having one talk group roaming to the Oat Mountain (OAT) site just so one person can listen when they're home isn't a very efficient use of network resources. Change Management and the Information Technology Infrastructure Library (ITIL) system are a vital part of our processes to make sure LA-RICS do not waste these precious resources.

LMR System Manager Page stated now the team has the information needed, the team can calculate the capacity for each particular site, and once the team has a decision on which talk groups can go where in the system, the algorithm from the 2019 presentation can be used to give us the answer for each site.

Currently, in the early deployment and testing configuration, LA-RICS has the following:

**LASD:**

- 195 Talk groups
- UHF/700 DDM

**LACoFD:**

- 45 Talk groups
- UHF/700 DDM

**Other Agencies, Interoperability, Testing:**

- 444 Talk groups
- UHF/700 Dynamic Dual Mode (DDM)



LMR System Manager Page stated the answer to the underlying question, which is what is the capacity per site to allow for additional agencies?

Using capacity modeling software, the team has used the information to run projections and while the numbers are conservative and based on the probability of 'surge' events that will invariably happen, the team came up with the following:

- UHF Frequency Division Multiple Access (FDMA) Sites: Eleven (11) RF channels can support 120 talk groups in purely FDMA mode. Balancing in a number of DDM talk groups will push that number to 215 (conservatively) and going purely Phase 2 will allow for almost 340 talk groups. Of course, based on conservative calculations and the ability of the Tech/Ops group to allocate talk groups appropriately throughout the network. Remembering that in a DDM talk group, it only takes one radio on a talk group to bring the entire channel back to FDMA.
- UHF 6-Channel Sites: Six (6) RF channels can support 40 talk groups in purely FDMA mode. With a number of DDM talk groups, that number can be raised to 75, and if the site is made purely Phase 2, it is capable of 120 talk groups.
- 700 6-Channel TDMA Sites: 120 talk groups.
- South 700 Cell: Forth (40) talk groups if all channels are kept in FDMA mode. The site can be configured to have some channels be FDMA and some be DDM, based on the requirements of the agencies that will be using it. This will be a decision for Tech/Ops to make based on the projected users of that cell.

LMR System Manager Page stated with our dual-band trunked system, each with capacity designed to meet first responders' needs in the region, the team is comfortable our members' needs will be met. Even with the capability LA-RICS has, management of the talk groups and roaming capability remains critical and is a high priority in system management as the team start to operate.

In conclusion, are there any questions or follow-up items that your Board would like to see from our group?

This concludes the update.

There was no further discussion.





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

### **K. APPROVE AMENDMENT NO. 53 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

Contracts Manager Jeanette Arismendez presented Agenda Item K, Amendment No. 53 to the LMR Agreement and recommended the Board to take the following actions:

1. Make the following findings with respect to the LMR Change Order Modifications:
  - a. Find that (a) approval of Amendment No. 53 to contemplate certain Change Order Modifications at ten (10) LMR System Sites, Burnt Peak 1 (BUR1), Frost Peak (FRP), Grass Mountain (GMT), Johnstone Peak 2 (JPK2), Loop Canyon (LPC), Magic Mountain Link (MML), Mount Lukens (MTL2), Pine Mountain (PMT), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR) related to tower finishing work, is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by the 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 these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
  - b. Find that (a) approval of Amendment No. 53 to contemplate certain Change Order Modifications at one (1) LMR System Site, Mount Disappointment (MDI) related to utility power work and tower finishing work, is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which the Board previously found statutorily exempt from review under CEQA on February 5, 2015, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS, and find that any underground utility connection work that may occur outside of MDI site, if needed to provide network connectivity to the LMR System and/or to the nearest utility interconnection with adequate capacity for commercial power delivery to the site, is categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land).
2. Approve Amendment No. 53 to Agreement No. LA-RICS 007 for a LMR System with Motorola, which revises the Agreement to incorporate certain LMR Change



Order Modifications as further described in Board Letter for a total cost increase in an amount not to exceed \$342,460.

3. Authorize an increase to the Maximum Contract Sum in an amount not to exceed \$342,460, when taking the recommended actions into consideration from \$290,604,493 to \$290,946,953.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Amendment No. 53.
5. Delegate authority to the Executive Director to execute Amendment No. 53, in substantially similar form, to the Amendment which was enclosed with the Board Letter.

Board Member Alexander asked what the source of funding was for increased amount of \$342,460. Contracts Manager Arismendez informed Board Member Alexander the source of funding is the UASI grant.

Alternate Chair Glatt asked if there were any questions or comments from the Board.

Board Member Cathy Chidester motioned first, seconded by Alternate Board Member Tony Ramirez.

Ayes 7: Alexander, Chidester, Geiger, Glatt, Povero, Ramirez, and Solinsky.

**MOTION APPROVED.**

**IX. MISCELLANEOUS – NONE**

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

Board Member Cathy Chidester stated she wants to make sure LA-RICS is aware the Department of Mental Health is having multiple meetings with various stakeholders regarding radios and dispatch centers, including 911 and other call numbers; it seems they want to connect with various entities and since this is a radio project, she just wanted LA-RICS to be aware.

**XI. CLOSED SESSION REPORT**

The Board entered into Closed Session at 9:50 am.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case).





The Board returned from Closed Session at 10:19 am and Counsel Moore took roll call and acknowledged a quorum was present and stated the Brown Act does not require a report.

## **XII. ADJOURNMENT AND NEXT MEETING:**

Alternate Chair Glatt stated before adjourning the meeting he would like to thank his fellow Board Members saying it has been a pleasure working with the Board for the last couple of years towards the goal of getting the LA-RICS system up and running. Alternate Chair Glatt stated he knows LA-RICS will continue to work to make this a premier radio for the county. At the adjournment of this meeting Chief Vera will be the official Sheriff's Alternate and representative. Alternate Chair Glatt stated he would also like to thank the Executive Director and his staff for all their hard work and efforts on this project.

The Board meeting adjourned at 10:20 a.m., and the next meeting will be held on Thursday, March 4, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.

## Executive Summary

March 4, 2021

### LTE Update

- PSBN Round 2 – The month of February 2021 has been focused on site acceptance of the remaining five (5) sites for the first group of twenty (20) builds. The Authority met with FirstNet/ AT&T on February 25, 2021 to discuss what both parties recognized as a lack of progress from last month. The Authority indicated that it had transmitted all of the requested documents needed for closeout on multiple occasions citing dates and times, which lead to the discovery that the file recipients were having difficulty opening and reading the files to confirm completion. The teams intend to resolve this problem immediately so that the remaining work can be accepted. For sites 1-20, there were no recordable injuries, labor compliance violations, nor environmental findings on the build-out. Regarding sites 21-26, LA-RICS has nearly completed both POLA1 and POLA2 installations, despite work progress impacts caused by COVID-19 in December 2020 and early January 2021. At this time POLA1 and POLA2 requires a swap out of Automatic Transfer Switches (ATS) in order to pass electrical final inspection and have the electrical utility activated. MML2 has all of its scope completed with the exception of the tie into the LMR ground ring. However, Motorola (MSI) has not resolved its issues with soil management and as a result has not yet completed the work. Resolution is expected on March 3, 2021. POM2 is currently under construction and undergoing a revision to the initially planned equipment pad on the roof to ensure that workers have adequate spacing in front of the cabinets for safe access when working in cabinets. MNTBLPD is completed with its base scope work, however, there is an outstanding change in scope to resolve decommissioning of (2) existing Montebello antennae. This work along with the roll-up door are planned to be resolved in February 2021. Lastly, POLB1 cannot yet start construction since the negotiation between the Port of Long Beach and AT&T FirstNet is not yet complete. LA-RICS and its contractors are poised to bolster FirstNet/AT&T coverage in the region with the delivery of twenty-six (26) public safety grade LTE sites in 2021.

### LMR Update

- Building Permit(s) 57 applications have been made to date. There are only six (6) building permits remaining for issuance. Total site count remains at fifty-eight (58) sites.
- The May 12, 2020, Integrated Master Schedule (IMS) had indicated that all Phase 2 work would be completed in 2021, and all Phase 4 work would be completed by March 28, 2022; however, in the month of June 2020, MSI made unauthorized changes to the IMS pushing the schedule into 2023. The Authority had spent the remainder of June, July, and August of 2020 focusing on the origin of the unauthorized extension. In October 2020, MSI indicated they added time to the Program due to underestimating work durations previously. The MSI and LA-RICS Teams met continually to work on assuring correct logic ties were in place and that all forecasted dates were appropriate as well as accounting for the items causing delays. The teams agreed that the December 1, 2020, data date schedule is acceptable, which yielded system acceptance on August 31, 2022. Thereafter, on December 28, 2020, MSI indicated that

it was no longer comfortable with the accepted schedule and has not submitted a schedule update for approval in January, although an “Information Only” submission was made for January 12, 2021. In addition, MSI expressed that they would temporarily halt construction progress at selected UASI 19 sites, which is not permitted under the Agreement and the Authority has been working to enforce those contract provisions. In February, MSI claimed that it never halted construction, but has not started actual construction at the sites, which has resulted in over forty-five (45) days of productivity loss and a much more substantial delay at the critical path Catalina Island sites where MSI missed its opportunity to complete ground disturbing work prior to Fox Popping Season. This delay by MSI caused an additional four (4) month delay to the Program finish date, that we will look to MSI to pull in. MSI has also requested an extension to complete several of the UASI 18 Phase 2 tasks, due to incomplete electrical utility installations. The Authority has agreed to seek an adjustment in closeout date with the grantor, but has not excused MSI's Phase 2 work performance. MSI submitted a February 9, 2021, DD IMS for approval with a final system acceptance date of February 2, 2023. The Authority has not yet responded to the submission as of the date of this report.

- Sites Eligible to Construct: (Includes Completed Sites, Sites under Construction and/or Equipment Installs and Locations).

- |   |                                  |
|---|----------------------------------|
| 1. APC – Airport Courthouse                     | 28. RIH – Rio Hondo              |
| 2. BMT – Bald Mountain                          | 29. CRN – Cerro Negro            |
| 3. CCB – Compton Court                          | 30. POM – Pomona Courthouse      |
| 4. CCT – Foltz Court                            | 31. DPW038 – Water Works         |
| 5. CLM – Claremont                              | Substation 038                   |
| 6. FCCF – Fire Command and Control              | 32. UCLA – Factor Building       |
| 7. HPK – Hauser Peak                            | 33. Del Valle Training Center    |
| 8. LAN – Lancaster Sherriff Station             | 34. RHT – Rolling Hills Transmit |
| 9. LADWP243 – Junction of I-5 and CA-14         | 35. GMT – Grass Mountain         |
| 10. LASDTEM – Temple City Sheriff               | 36. JPK2 – Johnstone Peak 2      |
| 11. LA-RICS HQ, - Monterey Park                 | 37. PRG – Portal Ridge           |
| 12. MLM – Mira Loma Detention Center            | 38. WMP – Whitaker Middle Peak   |
| 13. MMC – Palmdale – Sierra Pelona Mountain Way | 39. WTR – Whitaker Ridge         |
| 14. MVS – Monte Vista Star Center               | 40. LPC – Loop Canyon            |
| 15. ONK – Oat Nike                              | 41. MML – Magic Mountain Link    |
| 16. PHN – Puente Hills                          | 42. PMT – Pine Mountain          |
| 17. PLM – Palmdale Sheriff                      | 43. MDI – Mount Disappointment   |
| 18. SDW – San Dimas Water Tank                  | 44. FRP – Frost Peak             |
| 19. TPK – Tejon peak                            | 45. TOP – Topanga Peak           |
| 20. VPK – Verdugo Peak – Glendale               | 46. UNIV – Universal             |
| 21. SGH – Signal Hill                           | 47. MTL2 – Mount Lukens          |
| 22. MIR – Mirador                               | 48. GRM – Green Mountain         |
| 23. BKK - West Covina                           | 49. BJM – Black Jack Mountain    |
| 24. OAT – Nike                                  | 50. TWR – Tower Peak             |
| 25. AGH – Agoura Hills                          | 51. RPVT – Ranchos Palos Verdes  |
| 26. INDWT – Industry Water Tank                 | Golf Course                      |
| 27. BHS – Baldwin Hills                         | 52. BUR1 – Burnt Peak            |

| 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              | \$ 21,454,953   | \$-               | 5/31/21            |
| UASI 19              | \$35,000,000  | \$32,868,800              | \$ 1,807,080    | \$2,131,200       | 5/31/22            |
| BTOP                 | \$149,608,227 | \$149,608,227             | \$149,608,227   | \$ 0*             | 9/30/20            |

\*\$0 Balance remaining to NTP on activities approved through Special Award Condition Amendment No. 30.

LA-RICS

# 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. Additionally, the Authority is analyzing twenty-six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

### *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

### *Authority:*

Los Angeles Regional Interoperable  
Communications System

### *Management:*

LA-RICS Project Team

### *Consultant:*

Jacobs Program Management Company

### *Communications Vendor:*

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



**Monthly Report No. 106**

**For February 2021**

**Submitted February 26, 2021**

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**AGENDA ITEM C**

## LTE UPDATES

- No new activity

### Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:
  1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
  2. Ensure internal LA-RICS operational aspects are in place
  3. Develop and Implement Policies

### Special Events

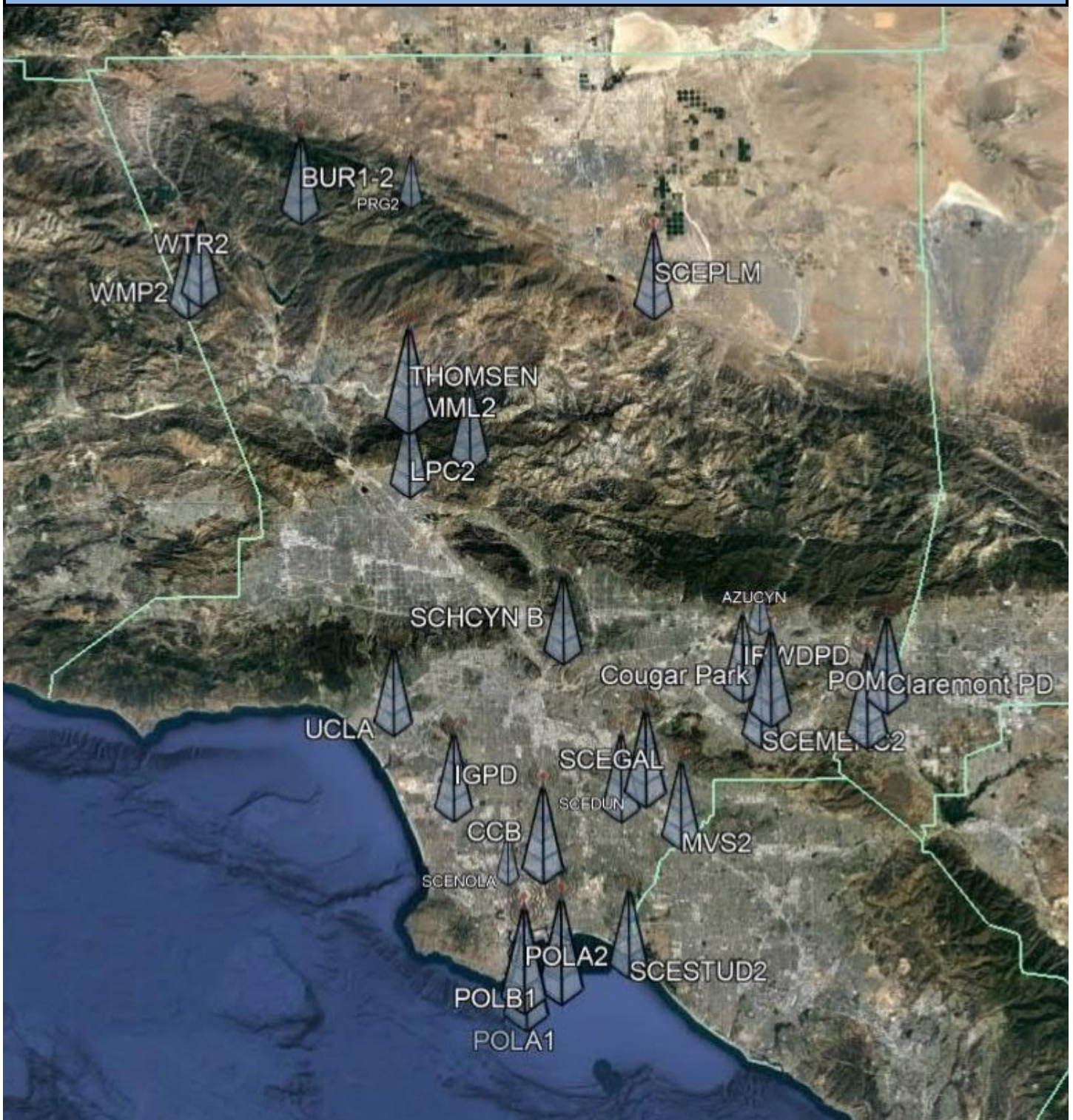
- No new activity.

### LTE Round 2 Updates

- Twenty (20) sites are substantially completed. The LA-RICS Authority successfully closed out its BTOP grant with NTIA.
  - There are no safety issues to report on in this period.
- FirstNet did not have reviewers the months of December thru January. FirstNet began review in Feb and has requested additional photos to confirm and or clarify build.
- Work on sites twenty-one (21) through twenty-six (26) is continuing under a revised agreement with FirstNet/ AT&T.
  - Construction Status:
    - Substantially Completed Site(s): MML2 and MTBLPD
    - January Completion Site(s): POLA1 and POLA2.
    - Construction Start February 1st: POM2
    - The City of Long Beach and FirstNet AT&T continue negotiations to finalize the Site Access Agreement for the POLB1 Site. Therefore, LA-RICS has not yet started construction on the POLB1 site.
    - February construction completion: POLA1 and POLA2



## LTE2 SITE MAP



# LMR UPDATES

## General Comment:

- Monthly Report #90 issued by MSI contains numerous inaccurate or false statements and/or misleading statements regarding acceptance of the current master schedule, notices of constructive delays, lease agreements, zoning approvals, power, and agency cutovers. Further, MSI refuses to accept any edits to their report to correct these issues. Due to these significant problems, we will not be publishing the MSI report.

## Environmental Update

- Jacobs continued full-time MMRP monitoring effort terminated by Motorola without notice in December 2020. Motorola appears to be improving their ability to forecast work, although they still make changes occasionally with less than 24 hours, and often with less than 48 hours' notice.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,461 persons as of February 8, 2021.
- Continued to support development of and to review MSI's coastal development permitting documents and pre-con plans and checklists for sites going into construction.
- One new NOD and one new NOE was filed for actions taken during the February Board meeting.

## Permitting Support

- DPW staff have been consistently engaged to provide just-in-time support for plan check activities, with a weekly dashboard being communicated between the Authority and DPW management. This system was stood up by the Authority to provide as much support as possible to a Motorola Team that has consistently struggled over the course of the Program with its Phase 1. Design responsibilities. The cooperation from LA County DPW plan reviewers particularly, has proven to reduce the drawing review cycle time overall between MSI and permitting authorities.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31st, 2019. All 12 of the sites in the ANF subject to an LA-RICS Special Use Permit (SUP) have now been permitted by the USFS. Access to FRP is now closed for Mountain High's winter ski season effective November 7.

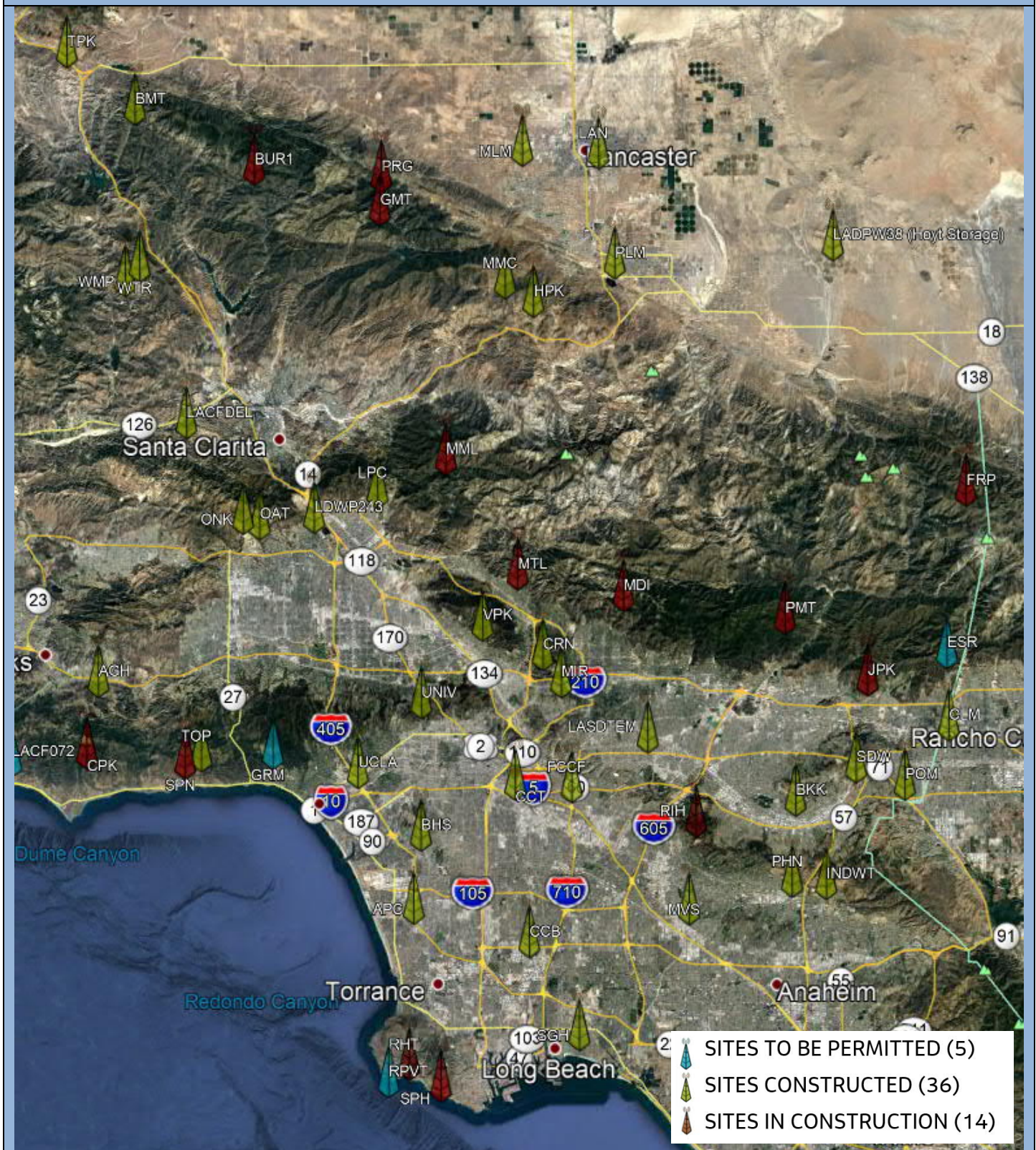
## Site/Civil

- On December 28<sup>th</sup>, 2020 Motorola made a unilateral decision (in violation of the Agreement) to refuse to perform work at twelve sites (12). The Motorola Project Director described the action as a "partial demobilization" although none of the twelve (12) sites had started construction, which confused what Motorola was attempting to communicate. After several meetings and additional correspondence Motorola stated that they would continue to complete all sites which they had already began construction on and planned to complete all the work slated for completion under the UASI 18 spending plan. Motorola indicated that the 12/1/2020, which had a system acceptance date of 8/31/2022, was no longer attainable without providing any explanation as to why. In addition, MSI has communicated to the LA-RICS Project Team that the 12/1/2020DD IMS was never mutually agreed, nor was a WAC submitted for its' acceptance by the Authority. Thus, MSI concludes that the 12/1/2020 IMS was not agreed to, despite its submission to the Authority on 12/9/2020 for "information only." Per MSI Monthly Report No. 90, MSI has stated that the accepted IMS is the document sent to the Authority on 9/6/2019 and accepted in December of 2019 after many exchanges with MSI, IMS data date 8/31/2019. Since last month's report MSI has performed a pre-construction meeting at GRM and plan to start working at the site on Monday 3/1/2021. The starting of Ph.2 work at UNIV has been delayed by MSI, since the building owner was not comfortable allowing the LA-RICS contractor to begin work with drawings that contained noticeable errors that interfered with Universal building maintenance operations, such as window cleaning. The Authority transmitted the comments from the building owner to MSI and MSI is now making the corrections and preparing to mobilize to the site immediately once the corrections are received by the Authority and the building and maintenance division representatives at "10 UCP," UNIV. MSI issued a change notification to the Authority for the relocation of a microwave dish at UNIV resulting from the comments made by UNIV building and maintenance division representatives. The change notification is currently under review by the Authority.
- The LMR program continues to make progress in Phases 1 through 4a, despite on-going COVID-19 impacts. The work associated with Ph.2 and Ph.4a is primarily focused on those sites which are planned to be completed under UASI 18's spending plan. The Authority has met with MSI several times during the open grant period specifically to question MSI about its plans to complete the work and to discuss any obstacles the contractor is facing that may need assistance from the Authority. Motorola has indicated that it is most concerned about its ability to complete twenty (20) close-out manuals by March 1<sup>st</sup> and has expressed concern over its projections for electrical utility activation at the sites as well. Regarding the close out manuals, the Authority did receive the correct quantity of close out books required for the grant close-out period, however the books contained several errors and omissions and were all returned to MSI for correction and re-submittal. In addition, MSI has flagged CPK, MML, and MDI as particularly challenging to complete on time. MSI's Program Director indicated on a 2/25/2021 call to discuss the grant close out, that 'MSI will do the best it can to complete the work and whatever doesn't get done, won't be done on time.' The director further explained that environmental delays have caused MSI to miss their planned completion dates and have requested an extension for the Grant closure. The LA-RICS team will continue to work with the Grantor to finalize the request for extension. In the interim, the MSI team was sternly admonished for its performance to date since the environmental delays were not the sole cause of tardiness. MSI construction representatives indicated on the 2/25/2021 call that they had not discussed working over-time with their subcontractors, but instead offered a "4-10's" schedule giving workers at CPK Friday's off. The lack of urgency to complete the work at CPK has been compounded by slow drilling, (using a smaller drill than necessary to keep schedule) and the discovery of an unforeseen sub-terrain concrete tank, which contained and unknown liquid. The Authority authorized the Change Order Request (COR) and issued Notice To Proceed (NTP) with the testing. The results were returned as water only, and now MSI is planning to remove and dispose of the structure since its location interferes with the new tower foundation.
- The above-mentioned Closeout Books for Phase 2 are currently being processed and reviewed, with Staff working diligently to complete reviews of the MSI-submitted documentation. In fact, the LA-RICS project team reviewed and returned twenty-two (22) close-out book submittals in just under two weeks, which is vastly faster than the allowable review duration for the Authority, per contract. The review of the submissions is a considerable task, requiring that the Authority review each document submitted in the overall document to confirm MSI's assertion that the documents are sufficient to comply with the Closeout Book requirements. Despite having been approved by Motorola's Quality Assurance process and subsequently having been submitted to the Authority, there are still numerous comments and missing materials in each Book that was submitted. It is still the plan of the Authority to provide explicit and detailed review comments that can only lead to an approval once re-submitted before March 1, 2021.



- There have been several exchanges between MSI and LA-RICS in this period to address constructive change notices. MSI continues to struggle to meet the basic requirements of a change notification i.e. detailing what impact the alleged change will have on the project schedule and, or the completion date of the Program, nor are costs provided. The Authority has repeatedly notified MSI in formal correspondence of the need to provide change notifications that meet the minimum standards defined in the Agreement Section 2.3.9. Perhaps with the appointing of a new Construction Manager by MSI, which occurred in this reporting period, the Authority may see improvements in this department. In addition, there is concern from the LA-RICS Project Team that the distribution of Ph.2 work is not being spread over a large enough pool of contractors to perform the work, since the Authority's field observers have noted that 3<sup>rd</sup> tier contractors seemed stretched thin and are undermanned trying to service the multiple sites that each firm is assigned. Motorola currently has eight (8) active sites for Ph.2 scope, they are: BUR1, MDI, MML, RIH, WMP, WTR, PMT and CPK. Motorola currently has four (4) Ph. 4 sites active; they are: GMT, RIH, WTR and WMP.
- As of 1/28/2021 there are fifty-seven (57) executed SAA's. ESR is the only outstanding Site Access Agreement due to the injection of new comments from the existing Forest user (Estrella KRCA – Lieberman Broadcasting) that has in concept agreed to lease the existing site infrastructure to the Authority. The point of negotiation is the owner's desire to potentially install additional equipment on the existing lattice tower in the future; and wants assurance that the tower will be able to accommodate their future planned growth. Adding new antennae may require design modifications to the structural enhancements already planned to be performed on the existing tower to support the LA-RICS antennae. As an overarching broad point, it is worth noting that lease agreements for the LMR Program up until this point have been secured in advance of the date needed for MSI to access the sites for construction in all instances. ESR was identified as a "partial demobilization" site in the 12/28/2020 letter from MSI and the NTP to purchase the Ph. 3 equipment has still not been NTP'd to MSI for this site.
- Fifty-seven (57) 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, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, TOPex, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR) and fifty five (55) of the sixty (60) sites have permits issued to date. MSI has elected to split permits at several project sites in the program for various reasons. An example of splitting the Ph. 2 scope into multiple permits is at RHT, where there is a "civil work" building permit issued, but the antenna support structure scope is an entirely separate permit, and the electrical distribution scope is also a separate permit. The three sites remaining to enter the Building Permit process are SPH, SPN, and RELAY and are all expected to enter the permit process before the end of March 2021. LA-RICS and Motorola anticipate that the next site to receive permits will be DPK, and PMT "Solar" portion of work requiring field listing from United Listing (UL).
- In the month of February 2021, Motorola and the Authority acknowledge that thirty (30) sites have normal power on, twelve (12) sites have not yet been attempted and sixteen (16) are under construction, or are substantially completed, but without power currently. Of the sixteen (16) sites, nine (9) have been inspected and meter released and are in the Southern California Edison SCE queue for meter installation and the remaining seven (7) have not yet been inspected to trigger a meter release. Despite having many of the sites energized today, Motorola has not yet optimized all the sites where normal power is on. MSI could have been even farther along in the Program and tracking better against the IMS regarding the 'power on' schedule activity if the Ph.2 contractor had they employed a common construction practice; to sequence work such that underground utilities are installed first allowing the contractor to obtain "green tag" as one of the primary first objectives early in the program. Instead, Motorola and its Ph.2 contractor PNS have continued to struggle to timely achieve electrical meter sets. To compound this problem, SCE, who is the utility provider for most of the sites, has demonstrated difficulty in successfully and timely tracking "meter release" forms once inspections are passed and the documents sent to SCE office. This issue has caused delay in activating the electrical utility at several sites once the inspections are passed that would have otherwise allowed for power on. In addition, since MSI has been notified to provide labor loaded schedules, yet has refused to do so, the manpower planned to perform optimization is not known and therefore may be undermanned as an explanation for not tracking with scheduled dates.
- Frequency usage and narrow-banding remain focal items for the LMR Program and has been tracked as making progress throughout the month of February. Los Angeles County Sheriff and ISD work to complete narrow-banding. MSI and the Authority meet regularly to discuss the progress. In November 2020 the Teams were able to mutually agree to defer testing of certain sites, LACF072, SPN, and TOP, which are all the subject of additional reviews by the California Coastal Commission before the sites can be constructed. It is worth noting that a portion of the TOP site was exempted by Los Angeles County Department of Regional Planning since the new monopole proposed would replace an old existing monopole that was no longer in use, in addition the proposed installation met all other requirements for exemption. The RF transmission equipment for the site and the shelter to house the radios was determined to require a coastal development plan and was not exempted from all the reviews that coastal development plans are subject to. MSI is planning to submit the final version of the site design and the application to the Department of Regional planning in February 2021 for this site. This work sequencing was captured in the December 1<sup>st</sup> data date Integrated Master Schedule accepted by the Authority. In addition, the Authority and Motorola learned on December 21<sup>st</sup> that the T-band repeal legislation was passed by Congress and signed by the President on December 27<sup>th</sup>. Outreach to Signal Hill PD and Covina PD has been conducted based on discussions at the JPA Board meeting in August 2020, with over half of Signal Hill PD's vehicles being reprogrammed to operate on LA-RICS. Potential new requirements for Covina are being vetted to ensure seamless operation on LA-RICS LMR System. System interference on Ch. 16 is still being investigated by the Sheriff's Department and ISD along with the technical liaisons from LA-RICS. The coordination between LASD and LA-RICS is critical to ensure that frequencies are available for testing and operating the Analog Conventional System (ACVRS) particularly.
- Regarding schedule, MSI identified in Monthly Report No. 85 that the cut-over durations have been an area of focus in the schedule. The Authority and MSI have worked to come to an agreement on the cutover duration in the new master schedule, and the December 1, 2020 IMS would be the new approved schedule by the Authority. However, as mentioned previously MSI does not recognize the 12/1/2020 DD IMS as "accepted." In January MSI submitted an update with a 1/12/2021 data date "information only" that had a program system acceptance date of December 28<sup>th</sup>, 2022. In February MSI submitted The IMS with Data Date 2/9/2021 "for approval" its finish date is February 2<sup>nd</sup>, 2023. That IMS is currently under review, while the MSI Team has not re-approached the Authority with any additional suggestions to reduce the Program time other than to delete certain coverage testing, which was not accepted by the Authority.
- The LMR Site Map shows the status of sites as of February 2021 with the four sites listed above still in blue as they have not actually broken ground yet, (The three Catalina sites that have not yet broken ground are not displayed on this map).

## LMR SITE MAP





**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

March 4, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

**PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE**

The purpose of this discussion item is to provide an update on the Public Safety Broadband Network (PSBN) Round 2 deployment.

CO:TP:pdd

Attachment

**AGENDA ITEM F**



LA-RICS PSBN SITE DEPLOYMENT

Week of 02/23/2021

| Site ID | Type | GC         | Power             | City Planning | MISC Permit HDP /CP             | Building Permit Rec'd | SAA Exec               | Site Construction Start | Tower Delivered        | Tower Construction Complete | Lines & Antennas Complete | Equipment Installation Complete | Site Construction Finish | Close Out              | Comments   |
|---------|------|------------|-------------------|---------------|---------------------------------|-----------------------|------------------------|-------------------------|------------------------|-----------------------------|---------------------------|---------------------------------|--------------------------|------------------------|--|
| MML2    | Colo | MSI        | Complete          | NA            | NA                              | 5/21/2020             | Complete               | 7/31/2020               | NA                     | 11/20/2020                  | 11/27/2020                | 11/30/2020                      | 11/30/2020               | 3/5/2021               | Substantially Complete. Ground Ring not complete as it is tied to LMR. Awaiting MSI Forecast.                  |
| MNTBLPD | Pole | Diversifie | Complete          | NA            | NA                              | 9/11/2020             | Complete               | 9/28/2020               | 8/21/2020              | 10/16/2020                  | 11/27/2020                | 11/30/2020                      | 11/30/2020               | 3/5/2021               | Substantially Complete. MW Equipment Removed 2/23 and GC to complete Roll Up Door Installation.                |
| POLA1   | Best | Jitney     | Complete          | 7/30/2020     | CP = Approved<br>HEP = Approved | 7/31/2020             | Complete               | 8/10/2020               | 8/29/2020              | 8/29/2020                   | 2/5/2021                  | 10/6/2020                       | 3/1/2021                 | 3/22/2021              | ATS delivered 2/23/2021. LADWP, Power install May 2021.  |
| POLA2   | Best | Jitney     | Fenix             | 7/30/2020     | CP = Approved<br>HEP = Approved | 7/31/2020             | Complete               | 8/10/2020               | 8/29/2020              | 8/29/2020                   | 10/6/2020                 | 10/6/2020                       | 4/5/2021                 | 4/26/2021              | Site is Substanially Complete. City Inspector had issues with ATS and Fuse. ATS 6 weeks out from COR approval. |
| POLB1   | Pole | Motive     | Submeter - Design | 8/20/2020     | Complete                        | 9/18/2020             | Pending - See Comments | Pending - See Comments  | Pending - See Comments | Pending - See Comments      | Pending - See Comments    | Pending - See Comments          | Pending - See Comments   | Pending - See Comments | CX awaiting AT&T Lease negotiation and approval to move forward.   |
| POM2    | Roof | Motive     | Complete          | NA            | NA                              | 12/23/2020            | Complete               | 2/1/2021                | NA                     | NA                          | 3/22/2021                 | 3/29/2021                       | 4/5/2021                 | 4/26/2021              | CX Start 2/1/2021. Roof Pad discussions and Approval scheduled 2/26/2021.                                      |

| Legend |                       |
|--------|-----------------------|
|        | Completed             |
|        | Forecasted - Schedule |
|        | Delayed Timeline      |

| Tower Type | Qty |
|------------|-----|
| Colo       | 1   |
| Pine       | 4   |
| Roof       | 1   |



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SCOTT EDSON  
EXECUTIVE DIRECTOR

March 4, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

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

The purpose of this discussion item is to update your Board on the frequency interference as well as frequency licensing issues impacting the Land Mobile Radio System deployment.

CO:TP:pdd

**AGENDA ITEM G**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Monterey Park, California 91754  
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SCOTT EDSON  
EXECUTIVE DIRECTOR

March 4, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### **UPDATE ON COASTAL DEVELOPMENT PERMIT PROCESS FOR FIVE LAND MOBILE RADIO SYSTEM SITES**

The purpose of this discussion item is to provide an update on the five (5) Land Mobile Radio (LMR) sites in process for securing Coastal Development Permits (CDP).

The two (2) sites subject to the Santa Monica Mountains Local Implementation Plan (LIP), Los Angeles County Fire Department 72 (LACoFD072) and Saddle Peak (SPN), were approved by the Los Angeles County Regional Planning Commission (RPC) at its meeting of September 16, 2020. Non-applicant appeals were received by the Board of Supervisor's (BOS) Executive Office on the appeal period end date of September 29, 2020.

The BOS upheld RPC's approval of sites LACoFD072 and SPN at its public hearing on November 24, 2020; with final approval from the BOS on February 9, 2021. With the appeals formally denied, the Department of Regional Planning's (DRP) 'Final Notice Letter' to the California Coastal Commission (CCC) for both sites arrived at the CCC office on March 1, 2021, triggering the commencement of the required second appeal period the following business day. This secondary appeal period will be 10 business days in durations and is expected to conclude end of day on March 15, 2021.

The three (3) sites subject to the Santa Catalina Island LIP, Black Jack Mountain (BJM), Dakin Peak (DPK) and Tower Peak (TWR), were approved by the RPC at its meeting of September 23, 2020. Coastal Development Permits for all three sites were received on December 17, 2020. Subsequently, Motorola's adjustment to the construction access path required an amendment to each CDP which the DRP processed via the administrative process known as a "Revised Exhibit A." The Revised Exhibit A for Dakin Peak was issued on February 12, 2021, Black Jack Mountain and Tower Peak were both issued on February 16, 2021.

TR:pdd

**AGENDA ITEM H**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Monterey Park, California 91754  
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SCOTT EDSON  
EXECUTIVE DIRECTOR

March 4, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### OUTREACH UPDATE

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

| Municipality  | Meeting Date                |
|---|-----------------------------|
| <b><i>Meetings with representatives from AT&amp;T</i></b>                   | February 10 and 15, 2021    |
| <b><i>IPSA Annual Board Meeting</i></b>                                     | February 4, 2021            |
| <b><i>NSA Government Affairs Committee Monthly Meetings</i></b>             | February 8 and 18, 2021     |
| <b><i>Project Responder Workshops</i></b>                                   | February 9 through 11, 2021 |
| <b><i>Meeting with representatives from Catalina Island Conservancy</i></b> | February 12, 2021           |
| <b><i>IACP Communication &amp; Technology Committee Meeting</i></b>         | February 17, 2021           |
| <b><i>FCC Commissioner Webinar</i></b>                                      | February 22, 2021           |

Meetings continued in the month of February with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications and Site Leases, Assignment and Assumption Agreements and Amendments, Network Coverage Review and quarterly progress review.

Executive Director Edson attended virtually the International Public Safety Association (IPSA) Board Meeting, the National Sheriff's Association (NSA) Government Affairs Monthly Meeting, the Project Responder Workshops, the International Association of Chiefs of Police (IACP) Communication, Technology Committee Meeting and FCC Commissioner Simington's Public Safety Webinar.

### AGENDA ITEM I

Lastly, members of the LA-RICS Team met with representatives from the Catalina Island Conservancy to discuss construction activity on the Island.

WST:pdd





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SCOTT EDSON  
EXECUTIVE DIRECTOR

March 4, 2021

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

Dear Directors:

### **AMENDMENT NO. 30 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 30 with Jacobs Project Management Co. (Jacobs) to (a) reflect a Cost of Living Adjustment (COLA) to the Grants Analyst position only, which will be passed directly to the Grants Analyst; (b) reallocate certain cost savings realized on the Public Safety Broadband (PSBN) Round 2 budget; and (c) increase the budget for the Grants Analyst position through June 2022; all actions resulting in a cost increase in the amount of \$183,848.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 30, substantially similar in form to the (Enclosure), which contemplates revising the Agreement with Jacobs to reflect the following:
  - a. Revise the Rate Schedule to reflect an increase to the hourly rate by 0.9 percent to account for a COLA for the Grants Management position only.
  - b. Reallocate a cost savings realized from the Grants Analyst position within the Jacobs PSBN Round 2 program budget to the Grants Analyst position within the Jacobs Land Mobile Radio (LMR) System program budget in the amount of \$33,169.

- c. Reflect an increase in the Grants Analyst position in the amount of \$217,017; which will allow this position to continue grant administration work through June 2022 for the LMR System.
  - d. Approve an increase to the Maximum Contract Sum by \$183,848 from \$67,331,134 to \$67,514,982 when taking revisions contemplated in Amendment No. 30 into consideration.
2. Delegate authority to the Executive Director to execute Amendment No. 30, 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. 30.

### **BACKGROUND**

On May 17, 2018, your Board approved Amendment No. 26 with Jacobs to, among other things, include a Grants Analyst position to assist the Authority with grant administration until Final LMR System Acceptance. Prior to being included under the Jacobs Agreement, the Grants Analyst position was included in previous LA-RICS' adopted Operating Budgets filled by County of Los Angeles employees. The Authority was not able to find a qualified candidate to backfill the position vacated in 2018. Jacobs had a qualified candidate that helped support the grants team, and Jacobs was able to provide this candidate with the requisite subject matter expertise to serve as our full-time grants analyst. Your Board approved this Grants Analyst position in May 2018 with Jacobs.

At the time the Grants Analyst position was presented in May 2018 to your Board for consideration to be included in the Jacobs Agreement, the Integrated Master Schedule projected Final LMR System Acceptance would be achieved by December 2020 and the budget for the position reflected this time frame. Due to certain salary savings we have been able to sustain this position through this quarter. Given schedule forecasting LMR System completion, we are seeking your Board's approval to allocate additional funding for the Grants Analyst position through June 2022 with Notices to Proceed issued in accordance with Adopted Budget(s). Moreover, the Jacobs Agreement allows for a COLA to the hourly rates and given the outstanding performance by the Grants Analyst, we are seeking authorization of a COLA for this position alone by 0.9 percent. Jacobs has agreed to pass the COLA directly to the Grants Analyst.

The position has since, and will continue to, receive oversight by Authority staff, as well as be subject to certain internal controls including but not limited to not having the authority to approve or issue notices to proceed for work, nor approve or review invoices for work performed, or have any other approval authority over the Jacobs consultant work.

Lastly, certain salary savings relating to this position were realized under the PSBN Round 2 project which the Authority is requesting be reallocated to the LMR System program budget within the Jacobs Agreement.

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

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 30 to reflect a COLA to the Grants Analyst position only; reallocate certain cost savings realized within the PSBN Round 2 budget; and increase the budget for the Grants Analyst position through June 2022; all actions resulting in a cost increase in the amount of \$183,848.

It is necessary to increase the budget for the Grants Analyst position through June 2022 to ensure there is sufficient funding to maintain this critical position through LMR System Acceptance and corresponding grant closeout. When your Board approved Jacobs Amendment No. 26 the budget allocated for the Grants Analyst position was through December 2020. While we continue to work with all parties to finalize an updated IMS, we seek your Board's approval for the contract amendment to fund the position through June 2022.

With respect to the COLA, the Agreement allows for a COLA to the hourly rates equal to the lesser of (1) an increase/decrease to the average salary granted to County of Los Angeles employees or (2) an increase/decrease in the U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index (CPI). The County granted a 2.5 percent COLA increase, whereas the CPI index increase was only 0.9 percent. The lesser of the two results in a 0.9 percent increase to the hourly rate, which will be applied to the Grants Analyst position only.

Lastly, reallocating the Grants Analyst position balance from the Jacobs PSBN Round 2 program budget to the LMR System program budget is necessary to reconcile final PSBN 2 Jacobs budget and appropriately apply the remaining budget to the Grants Analyst position under the LMR budget through June 2022.

### **FISCAL IMPACT/FINANCING**

The work contemplated in Amendment No. 30 will increase the Maximum Contract by \$183,848 from \$67,331,134 to \$67,514,982, which takes the COLA, reallocation of PSBN budget balance, and funding through June 2022 for the Grants Analyst position into consideration. The funding for this position will be derived from Member Funded JPA Operations, and/or LMR Administrative Costs contemplated in LA-RICS' Adopted Fiscal Year 2020-21 Operating Budget and will be sustained by future Fiscal Year Proposed Budgets adopted by your Board.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Counsel to the Authority has reviewed the recommended actions.

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pdd

E:\JACOBS\2 AMENDMENTS\Amendment 30 (Grants Analyst)\Jacobs Amendment 30 Board Letter\_02-19-21.docx

Enclosure

cc: Counsel to the Authority

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

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**RECITALS**

This Amendment Number Thirty ("Amendment No. 30") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of March \_\_\_\_\_, 2021, 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 amendment 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 amendment 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 Authority and Consultant desire to further amend the Agreement 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 this Amendment No. 30.

WHEREAS, this Amendment No. 30 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. 30, 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. 30. Unless otherwise noted, section references in this Amendment No. 30 refer to sections of the body of the Agreement, as amended by this Amendment No. 30.

2. Grants Analyst Position.

The parties agree and acknowledge the Consultant will reflect a COLA increase to the Grants Analyst position hourly rate by 0.9 percent from \$82 to \$83 as reflected in the Attachment B (Rate Schedule), enclosed with this Amendment No. 30. Consultant will pass the COLA increase to the individual fulfilling the Grants Analyst position. The parties also agree and acknowledge the budget for the Grants Analyst position will be increased by \$217,017 which will be through June 2022, which takes the COLA and reallocation of certain cost savings into consideration.

3. Amendments to Agreement.

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

5.1 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 Sixty-Seven Million, Five Hundred Fourteen Thousand, Nine Hundred Eighty-Two Dollars (\$67,514,982).

4. Amendments to Appendices and Attachments.

4.1 Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety and is replaced by Appendix A-2 (Agreement Budget), dated February 2021, attached to this Amendment No. 30 and incorporated herein by this reference, to reflect changes in the contract value.

4.2 Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety and is replaced by Attachment B (Rate Schedule), dated February 2021, attached to this Amendment No. 30 and incorporated herein by this reference, which reflects a COLA increase to the Grants Analyst position hourly rate only.

5. This Amendment No. 30 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 5.1 An authorized officer of Consultant has executed this Amendment No. 30;
  - 5.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 30, if required;
  - 5.3 Los Angeles County Counsel has approved this Amendment No. 30 as to form; and
  - 5.4 The Executive Director of the Authority has executed this Amendment No. 30.
6. Except as expressly provided in this Amendment No. 30, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Consultant and the person executing this Amendment No. 30 on behalf of Consultant represent and warrant that the person executing this Amendment No. 30 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. 30, and that all requirements of Consultant to provide such actual authority have been fulfilled.
8. This 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.
9. This Amendment No. 30 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. 30 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:

RODRIGO A. CASTRO-SILVA  
Acting County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

## AGREEMENT BUDGET

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS

| LMR SYSTEM  |                     |
|---|---------------------|
| Phase 0 – Preliminary Phase – Project Startup                     | \$2,341,038         |
| Phase 1 – System Design   | \$19,904,271        |
| Phase 2 – Site Construction and Site Modification                 | \$10,819,585        |
| Phase 3 – Supply LMR System Components                            | \$433,020           |
| Phase 4 – System Implementation                                   | \$10,530,378        |
| Phase 5 – System Maintenance                                      | -                   |
| 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                                     | \$850,050           |
| Grants Analyst  | \$440,057           |
| <b>LMR System Total</b>   | <b>\$47,843,170</b> |

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

| PUBLIC SAFETY BROADBAND NETWORK (PSBN) ROUND 2<br>PROJECT IMPLEMENTATION PLAN (PIP) WORK |                    |
|--|--------------------|
| PSBN Round 2 PIP Work  | \$5,430,150        |
| PSBN Round 2 Work  | \$2,766,729        |
| Grants Analyst   | \$189,871          |
| <b>PSBN Round 2 PIP Work Total</b>   | <b>\$8,386,750</b> |

|                             |                     |
|-----------------------------|---------------------|
| <b>MAXIMUM CONTRACT SUM</b> | <b>\$67,514,982</b> |
|-----------------------------|---------------------|



## ATTACHMENT B RATE SCHEDULE

Los Angeles Regional Interoperable Communications Systems  
(LA-RICS) – Rate/Position Schedule: February 2021

| Position                                 | Name                | Rate  |
|--|---------------------|-------|
| Program Director                         | Chris Odenthal      | \$189 |
| Program Manager                          | Justin Delfino      | \$189 |
| Deputy Program Manager                   | Tanya Roth          | \$179 |
| Senior Project Manager – Construction    | Riad El Masri       | \$174 |
| Senior Project Manager – Environmental   | Jim Hoyt            | \$174 |
| Senior Project Manager –Technology       | Vacant              | \$174 |
| Document Control                         | Marina Khounthavong | \$69  |
| Administration                           | Nadine Luscombe     | \$58  |
| Project Manager – Entitlements           | Vacant              | \$168 |
| Project Manager – Implementation         | Vacant              | \$154 |
| Change Management Lead                   | Evan Qiuxingyu      | \$89  |
| Environmental Lead                       | Carl Rykaczewski    | \$168 |
| Environmental Lead                       | Vacant              | \$168 |
| Environmental Subject Matter Expert      | Bruce Palmer        | \$168 |
| Environmental Subject Matter Expert      | Paige Peyton        | \$168 |
| Environmental Subject Matter Expert      | Jason Walsh         | \$168 |
| Environmental Monitor                    | Field MMRP Staff    | \$120 |
| Senior Specialist                        | Brian Weith         | \$158 |
| Senior Specialist                        | David Charlton      | \$158 |
| Senior Specialist                        | Jeff Berna          | \$158 |
| Specialist                               | Paul Gamarra        | \$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               | Fritz Rote          | \$163 |
| Supply and Staging – Site Equipment      | Angel Chau          | \$168 |
| Team Leader – P.E. Technology            | Rafael Santillan    | \$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 | Dan Walker          | \$158 |
| Project Engineer Field Team – Site/Civil | Eric Steinberger    | \$158 |
| Project Engineer Field Team – Site/Civil | Vacant              | \$158 |
| Project Engineer Field Team – Site/Civil | Richard Gutierrez   | \$158 |
| Contract Administration – Internal       | Sara Alvarez        | \$168 |
| Community Outreach Support               | Vacant              | \$205 |
| Site Access/Zoning                       | Vacant              | \$116 |
| Scheduling                               | Vacant              | \$149 |
| Program Controls Manager                 | Vacant              | \$174 |
| System Manager – LMR                     | Steven Page         | \$168 |
| System Manager – LTE                     | Rosalyn Knowlton    | \$168 |



| <b>Position</b>                   | <b>Name</b>           | <b>Rate</b> |
|-----------------------------------|-----------------------|-------------|
| 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       |
| <b>Grant Analyst</b>              | <b>Vanessa Montes</b> | <b>\$83</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

March 4, 2021

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

Dear Directors:

**APPROVE AMENDMENT NO. 56 TO AGREEMENT NO. LA-RICS 007 FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO SYSTEM**

**SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 56 to Agreement No. LA-RICS 007 (Agreement) for the Land Mobile Radio (LMR) System to (a) contemplate a reconciliation to remove five (5) LMR System Sites and (b) to incorporate certain Change Order Modifications as further described in this Board Letter resulting in a net decrease to the Maximum Contract Sum in the amount of \$3,645,399.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings with respect to the LMR Change Order Modifications:
  - a. Find that (a) approval of Amendment No. 56 to contemplate certain Change Order Modifications at one (1) LMR System Site, Topanga Peak (TOP), related to producing Biota Reports, 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;

**AGENDA ITEM K**

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. 56 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
  - a. Reconciliation to remove five (5) LMR System Sites: H-17 Helipad (H17A), FS 91 (LACF091), Pacific Design Center (PDC), Portshead Tank (PWT) and 100 Wilshire (WS1); as it relates to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components, and Phase 4 (LMR System Implementation), respectively, resulting in a net cost decrease in the amount of \$3,645,399.
  - b. Incorporate certain LMR Change Order Modification for the inclusion of Biota reports for the TOP site at a total cost increase in the amount of \$13,972.
3. Authorize a decrease to the Maximum Contract Sum in an amount of \$3,631,427 when taking the recommended actions into consideration from \$291,269,426 to \$287,637,999.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Amendment No. 56.
5. Delegate authority to the Executive Director to execute Amendment No. 56, in substantially similar form, to the enclosed Amendment (Enclosure).

## **BACKGROUND**

### **Site Reconciliation**

The Authority continues to work closely with Motorola on the reconciliation of sites to align with the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to reconcile certain Work, equipment, subsystems, and corresponding costs for certain LMR System Sites to reflect the updated design. The recommended actions contemplate removing Sites H-17 Helipad (H17A), FS 91 (LACF091), Pacific Design Center (PDC), Portshead Tank (PWT) and 100 Wilshire (WS1) sites in their entirety. While these sites were contemplated in the Agreement, they are not contemplated in the current LMR System Redesign nor are they contemplated in the grant spend plan and it is appropriate to remove them.

### Change Order Modifications

As construction continues to progress on the LMR project, approval of certain Change Order Modifications is necessary to address changes made in the field and continue construction activities that were not originally contemplated in Motorola's scope. As a result, the recommended actions before your Board contemplate certain LMR Change Order Modifications deemed necessary as further described in this Board Letter.

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

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 56 to remove five (5) LMR System Sites and incorporate certain Change Order Modifications, all actions resulting in a decrease to the Maximum Contract Sum by an amount of \$3,631,427.

### Site Reconciliation

As a result of the redesign efforts to date, it is necessary to reconcile the Agreement to align with the current LMR System Redesign and remove five (5) sites (H17A, LACF091, PDC, PWT and WS1) from further consideration and from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively. These sites are no longer viable candidates for inclusion into the LMR System as these sites have been replaced by other more desirable sites that yielded more optimal targeted system coverage overall. Moreover, removing these sites will not impact the current design parameters, such as coverage and backhaul, as these sites do not form part of the current LMR System Redesign and removing them from the Agreement is an administrative function.

### Change Order Modification

It is necessary to incorporate a Change Order for the TOP LMR System Site which contemplates the need for certain Biological Services, in particular Biota Reports. This is an additional request/iteration for Biota Reports at this site beyond the initial reporting Motorola was required to submit. Therefore, it is appropriate to proceed with processing this Change Order Modification.

The revisions contemplated in Amendment No. 56 have been reviewed by Authority staff, as well as its consultant (Jacobs) and Motorola, with both parties negotiating and agreeing to each change order, including associated costs.

Further, all recommended actions have been 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 County of Los Angeles Fire Department (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, Jacobs, and Subject Matter Experts (brought in on an as-needed basis depending on the nature of the proposed revision) form part of the CCB.

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

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 56 will result in a decrease to the Maximum Contract Sum by an amount of \$3,631,427 from \$291,269,426 to \$287,637,999 when taking the recommended actions into consideration. All work contemplated in Amendment No. 56 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the project at one (1) LMR System Site (TOP) contemplated in Amendment No. 56 to provide the Biota Reports. 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 current recommended actions related to this one (1) LMR System 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 one (1) LMR System Site that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon the Board's approval of the recommended actions for this Amendment No. 56, the Authority will file a Notice of Determination (NOD) for the one (1) LMR System Site (TOP) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

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

The Authority's counsel has reviewed the recommended 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

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Enclosure

cc: Counsel to the Authority



**AMENDMENT NUMBER FIFTY-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 Fifty-Six (together with all exhibits, attachments, and schedules hereto, "Amendment No. 56") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March \_\_\_\_\_ 2021, based on the following recitals:

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").

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum by \$1,285,230, from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum by \$1,169,047, from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum by \$20,240, from \$282,809,231 to \$282,829,472.

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

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum by \$5,177,051, from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum by \$3,671,006, from \$288,074,669 to \$291,745,675.

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

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

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

Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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

The Agreement has been previously amended to Amendment Number Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment Number Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment Number Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design)

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

The Agreement has been previously amended in Amendment Number Seventeen, effective April 25, 2016, as follows:

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

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

The Agreement has been previously amended in Amendment Number Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ( $\$76,136 + \$46,696$ ), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

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

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

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2



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

The Agreement has been previously amended in Amendment Number Twenty-Two, effective November 17, 2016, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$476,676; (b) increasing the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 22.

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

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

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from



\$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

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

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the

amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

The Agreement has been previously amended in Amendment Number Thirty-One, effective February 28, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications, in particular the installation of tower lighting at Mira Loma (MLM) LMR System Site, for a cost increase in the amount of \$19,573; (d) increase the Maximum Contract Sum by \$19,573 from \$300,031,737 to \$300,051,310 when taking the cost increases into consideration; and (b) make other certain changes as set forth in Amendment No. 31.

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 32.

The Agreement has been previously amended in Amendment Number Thirty-Three, effective May 30, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490 (b) increase the Maximum Contract Sum by \$17,490 from \$295,919,379 to \$295,936,869 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 33.

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification),

Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

The Agreement has been previously amended in Amendment Number Thirty-Five, effective October 11, 2018, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes as set forth in Amendment No. 35.

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$842,471; (c) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in Amendment No. 36.

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate

certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in Amendment No. 37.

The Agreement has been previously amended in Amendment Number Thirty-Eight, effective June 11, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 38 that results in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in Amendment No. 38.

The Agreement has been previously amended in Amendment Number Thirty-Nine, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 39 that results in a cost increase in the amount of \$73,606; (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 39.

The Agreement has been previously amended in Amendment Number Forty, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation to remove two (2) LMR System Sites, Lower Encinal Pump Station (LEPS) and Winding Way (WWY), from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) and reconcile the Narrowband Mobile Data Network (NMDN) Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456; (b) revise Exhibit B (LMR System Specification) to include the scope for certain Work related to Channel 15 and 16 Interference Mitigation resulting in a cost increase in the amount of \$803,207; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (d) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 40.

The Agreement has been previously amended in Amendment Number Forty-One, effective October 17, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 41 that results in a cost increase in the amount of \$255,975; (b) increase the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 41.

The Agreement has been previously amended in Amendment Number Forty-Two, effective February 20, 2020, to make changes necessary to (a) reflect a modification to



the scope of the Acceptance Testing Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in Amendment No. 42.

The Agreement has been previously amended in Amendment Number Forty-Three, effective April 23, 2020, to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 43 that results in a cost increase in the amount of \$185,344; (c) increase the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 43.

The Agreement has been previously amended in Amendment Number Forty-Four, effective April 23, 2020, to make changes necessary to (a) reflect a reconciliation related to certain LMR Change Order Modifications as further described in this Amendment No. 44 which results in a cost increase in the amount of \$2,609 (b) increase the Maximum Contract Sum by \$2,609 from \$290,216,666 to \$290,219,275 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 44.

The Agreement has been previously amended in Amendment Number Forty-Five, effective April 23, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 45 which results in a cost increase in the amount of \$39,050 (b) increase the Maximum Contract Sum by \$39,050 from \$290,219,275 to \$290,258,325 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 45.

The Agreement has been previously amended in Amendment Number Forty-Six, effective May 11, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 46 which results in a cost increase in the amount of \$375,728 (b) increase the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 46.

The Agreement has been previously amended in Amendment Number Forty-Seven, effective June 16, 2020, to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$3,130,664; (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 47 which results in a cost increase in the amount of \$634,535; (c) decrease the Maximum Contract Sum by \$2,496,129 from \$290,634,053 to \$288,137,924 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 47.

The Agreement has been previously amended in Amendment Number Forty-Eight, effective August 17, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 48 which results in a cost increase in the amount of \$10,159; (b) increase the Maximum Contract Sum by \$10,159 from \$288,137,924 to \$288,148,083; and (c) make other certain changes as set forth in Amendment No. 48.

The Agreement has been previously amended in Amendment Number Forty-Nine, effective October 2, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 49, which results in a cost increase in the amount of \$370,007; (b) increase the Maximum Contract Sum by \$370,007 from \$288,148,083 to \$288,518,090; and (c) make other certain changes as set forth in Amendment No. 49.

The Agreement has been previously amended in Amendment Number Fifty, effective November 24, 2020, to make changes necessary (a) reflect a reconciliation to replace one (1) LMR System Site Sunset Ridge (SUN) with the East Sunset Ridge (ESR) site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), all associated Work, and exercising the Unilateral Options of the same, for a net cost increase in the amount of \$1,293,256; (b) extend the Bridge Warranty for certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2021, for a cost increase in the amount of \$393,906; (c) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 50, which results in a cost increase in the amount of \$375,108; (d) increase the Maximum Contract Sum by \$2,062,270 from \$288,518,090 to \$290,580,360; and (e) make other certain changes as set forth in Amendment No. 50.

The Agreement has been previously amended in Amendment Number Fifty-One, effective January 14, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 51, which result in a cost increase in the amount of \$23,977; (b) increase the Maximum Contract Sum by \$23,977 from \$290,580,360 to \$290,604,337; and (c) make other certain changes as set forth in Amendment No. 51.

The Agreement has been previously amended in Amendment Number Fifty-Two, effective January 22, 2021, to make changes necessary to (a) reconcile the Agreement to reflect a reduction in Phase 2 (Site Construction and Site Modification) for a cost decrease in the amount of \$34,203; (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 52, pursuant to Exhibit B.1, Sections 2.1.10 and 2.2.7.3 of the Agreement, which result in a cost increase not to exceed \$34,359; (c) increase the Maximum Contract Sum by a not to exceed amount of \$156 from \$290,604,337 to \$290,604,493 when taking the actions contemplated in this Amendment No. 52 into consideration; and (d) make other certain changes as set forth in Amendment No. 52.

The Agreement has been previously amended in Amendment Number Fifty-Three, effective February 11, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 53 for a cost increase in an amount not to exceed \$342,460; (b) increase the Maximum Contract Sum by an amount not to exceed \$342,460 from \$290,604,493 to \$290,946,953 when taking the actions contemplated in this Amendment No. 53 into consideration; and (c) make other certain changes as set forth in Amendment No. 53.

The Agreement has been previously amended in Amendment Number Fifty-Four, effective February 18, 2021, to make changes necessary to (a) reflect a reconciliation related to the Leased Fiber Link between FCCF and PLM for a cost decrease in the amount of \$12,360; (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 54 for a net cost increase in the amount of \$138,707; (c) increase the Maximum Contract Sum by \$126,347 from \$290,946,953 to \$291,073,300 when taking the actions contemplated in this Amendment No. 54 into consideration; and (d) make other certain changes as set forth in Amendment No. 54.

The Agreement has been previously amended in Amendment Number Fifty-Five, effective February 18, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications related to the Outdoor Power System and Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$196,126; (b) increase the Maximum Contract Sum by an amount of \$196,126 from \$291,073,300 to \$291,269,426 when taking the actions contemplated in this Amendment No. 55 into consideration; and (c) make other certain changes as set forth in Amendment No. 55.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) reflect a reconciliation to remove five (5) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, for a cost decrease in the amount of \$3,645,399; (b) incorporate certain LMR Change Order Modifications related to the Biota Reports Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$13,972; (c) decrease the Maximum Contract Sum by an amount of \$3,631,427 from \$291,269,426 to \$287,637,999 when taking the actions contemplated in this



Amendment No. 56 into consideration; and (d) make other certain changes as set forth in this Amendment No. 56.

This Amendment No. 56 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 56, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 56 refer to sections of the Base Document, as amended by this Amendment No. 56.
2. LMR System Reconciliation. The parties agree and acknowledge to reconcile the Agreement to remove four (4) LMR System Sites (H17A, PDC, PWT, WS1) as these will no longer be considered for inclusion in the LMR System and will be removed from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation). For one (1) LMR System Site (LACF091), the parties agree and acknowledge to reconcile the Agreement to remove this site as it too will no longer be considered for inclusion in the LMR System and will be removed from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation). No further Work will occur at these sites and the cost for these sites are removed from the relevant portions of Exhibit C (Schedule of Payments).

| Item No.             | Site ID | Site Description      | Reconciliation                                   | Amount               |
|----------------------|---------|-----------------------|--|----------------------|
| 2.1                  | H17A    | H-17 Helipad          | Remove from the scope of Phase 1 through Phase 4 | (\$38,068)           |
| 2.2                  | LACF091 | FS 91                 | Remove from the scope of Phase 2 through Phase 4 | (\$1,545,756)        |
| 2.3                  | PDC     | Pacific Design Center | Remove from the scope of Phase 1 through Phase 4 | (\$1,722,068)        |
| 2.4                  | PWT     | Portshead Tank        | Remove from the scope of Phase 1 through Phase 4 | (\$339,507)          |
| 2.5                  | WS1     | 100 Wilshire          | Remove from the scope of Phase 1 through Phase 4 | (\$38,068)           |
| <b>TOTAL AMOUNT:</b> |         |                       |  | <b>(\$3,645,399)</b> |

3. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-7008 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.                   | TOP     | Topanga Peak | MSI-7008 | Biota Reports | \$13,972        |
| <b>TOTAL AMOUNT:</b> |         |              |          |               | <b>\$13,972</b> |

4. Amendments to the Base Document.

4.1 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 Eighty-Seven Million, Six Hundred Thirty-Seven Thousand, Nine Hundred Ninety-Nine Dollars (\$287,637,999) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

4.2 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 Two Hundred Seventy-Eight Million, Six Hundred Three Thousand, Six Hundred Seventy-Eight Dollars (\$278,603,678). 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. 56 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 Amendment No. 56 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 Amendment No. 56 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 Amendment No. 56 and incorporated herein by this reference.
- 4.5 Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – LMR System Implementation), which is attached to this Amendment No. 56 and incorporated herein by this reference.
- 4.6 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated January 2021, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated March 2021, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
- 4.7 Exhibit 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. 56 which is incorporated herein by this reference.
- 5. This Amendment No. 56 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. 56;
  - 5.2 Los Angeles County Counsel has approved this Amendment No. 56 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. 56; and
  - 5.4 The Executive Director of the Authority has executed this Amendment No. 56.
- 6. Except as expressly provided in this Amendment No. 56, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 7. Contractor and the person executing this Amendment No. 56 on behalf of Contractor represent and warrant that the person executing this Amendment No. 56 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 56, and

that all requirements of Contractor to provide such actual authority have been fulfilled.

8. This Amendment No. 56 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 FIFTY-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. 56 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:

RODRIGO A. CASTRO-SILVA  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

| EXHIBIT C.1 - SCHEDULE OF PAYMENTS<br>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>   | \$ -                  | \$ 42,283,961                      | \$ 3,120,262         | \$ 39,163,699                     |
| Phase 2   | \$ -                  | \$ 42,829,335                      | \$ 4,173,543         | \$ 38,655,792                     |
| Phase 3   | \$ -                  | \$ 56,336,725                      | \$ 4,230,075         | \$ 52,106,650                     |
| Phase 4   | \$ -                  | \$ 21,170,135                      | \$ 2,053,642         | \$ 19,116,494                     |
| <b>SUBTOTAL (Phases 1 to 4):</b>  | <b>\$ -</b>           | <b>\$ 162,620,156</b>              | <b>\$ 13,577,522</b> | <b>\$ 149,042,634</b>             |
| Phase 5 (15 Years)  | \$ 55,898,518         | \$ -                               | \$ -                 | \$ 55,898,518                     |
| <b>TOTAL (Phases 1 to 5):</b>   | <b>\$ 55,898,518</b>  | <b>\$ 162,620,156</b>              | <b>\$ 13,577,522</b> | <b>\$ 204,941,153</b>             |
| Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>                      | \$ 19,109,375         | \$ -                               | \$ 1,910,937         | \$ 17,198,437                     |
| Mandatory Building Coverage Additive Alternate                                    | \$ 29,828,448         | \$ -                               | \$ 2,982,845         | \$ 26,845,603                     |
| Metrorail Coverage Additive Alternate   | \$ 4,792,260          | \$ -                               | \$ 479,226           | \$ 4,313,034                      |
| LMR System Maintenance for Additive Alternates                                    | \$ 19,620,355         | \$ -                               | \$ 1,962,036         | \$ 17,658,320                     |
| Source Code Software Escrow   | \$ 1,304,000          | \$ -                               | \$ 130,400           | \$ 1,173,600                      |
| LMR Mitigation Monitoring and Reporting Plan                                      |                       | \$ 2,912,356                       | \$ -                 | \$ 2,912,356                      |
| LMR Change Order Modifications  |                       | \$ 3,399,142                       | \$ 339,914           | \$ 3,059,228                      |
| Multiprotocol Label Switching Mobile Backhaul                                     |                       | \$ 2,200,000                       | \$ 220,000           | \$ 1,980,000                      |
| Channel 15 and Channel 16 Interference Mitigation                                 |                       | \$ 803,207                         |                      | \$ 803,207                        |
| LMR Bridge Warranty   |                       | \$ 1,785,136                       |                      | \$ 1,785,136                      |
| <b>SUBTOTAL</b>   | <b>\$ 130,552,956</b> | <b>\$ 173,719,998</b>              | <b>\$ 21,602,880</b> | <b>\$ 282,670,074</b>             |
| <b>TOTAL CONTRACT SUM:</b>  | <b>\$173,719,998</b>  |                                    |                      |                                   |
| <b>LMR Discounts<sup>(Note 2)</sup></b>   | <b>-\$16,634,955</b>  |                                    |                      |                                   |
| <b>MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):</b> | <b>\$287,637,999</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<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID | Deliverable  | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8,9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>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  |         | Subsystem  | -   | -                    | \$ 446,491  |                           | \$ 446,491                             |
| B.1.14.3.3.29.2  |         | 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   | ENCI    | Encinal I (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  | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.5   | LACF084 | FS 84  | -   | -                    | \$ -  | \$ -                      | \$ -                                   |



## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID  | Deliverable  | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8,9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|----------|--|---|----------------------|---|---------------------------|--|
| 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 <sup>(Note 2)</sup>                  | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| 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   | ENCI     | Encinal I (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<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID  | Deliverable  | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8,9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|----------|--|---|----------------------|---|---------------------------|--|
| B.1.14.6   | JKP      | 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   | MTT      | Mount Thom   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | MTW      | Mount Washington   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | MVS      | Monte Vista (Star Center)                                    | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | OMC      | Oat Mountain   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | OAT      | Oat Mountain   | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | ONK      | Oat Mountain Nike  | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | PHN      | Puente Hills   | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | PRG      | Portal Ridge   | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | PSH      | Pomona 1620 Hillcrest  | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | RDNBPD   | Redondo Beach PD   | -   | \$ -                 | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | RHT      | Rolling Hills Transmit                                       | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | RIH      | Rio Hondo  | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | RPVE001  | Rancho Palos Verdes City Hall                                | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | SAG      | San Augustine  | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | SDW      | San Dimas  | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | SGH      | Signal Hill  | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | SPC      | San Pedro Hill   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | SPN      | Saddle Peak  | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | SUN      | Sunset Ridge   | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | SVP      | San Vicente Peak   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | SWP      | Southwest Area Station                                       | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | TOP      | Topanga Peak   | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | TPK      | Tejon Peak   | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | TWR      | Tower Peak   | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | VPC      | Verdugo Peak   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | WAD      | Walker Drive   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | WMP      | Whittaker Middle Peak  | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | WS1      | 100 Wilshire   | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | WTR      | Whittaker Ridge  | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | LAPD077  | 77TH Street Area Complex                                     | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | LAPDDVN  | Devonshire Area station                                      | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | FCCF     | L.A. County Fire Command                                     | -   | -                    | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | LAPDVDC  | Valley Dispatch Center                                       | -   | -                    | \$ -  | \$ -                      | \$ -                                   |
| Subtotal for Phase 1:  |          |  | \$ -  | \$ -                 | \$ 9,724,937  | \$ 916,766                | \$ 8,808,171                           |
| 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                                      |   |                      |   |                           |  |

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID   | Deliverable   | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8, 9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|---|---|--|----------------------|---|---------------------------|--|
| B.1.14.6   | APC   | Airport Courthouse  |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | BCHCPRK   | Beverly Hills' Coldwater Canyon Park                          |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | LACF136   | FS-136  |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | LAHE  | LA City Hall East   |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | OLI   | Olinda  |  |                      | \$ -  | \$ -                      | \$ -                                   |
| <b>Subtotal for Additional Sites (Amendment No. 10)</b>                          |   |   | \$ -   | \$ -                 | \$ 9,517  | \$ 952                    | \$ 8,565                               |
| <b>LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 16)</b>                            |   |   |  |                      |   |                           |  |
| B.1.14.5   | <b>Site Design Review Packages 75% Zoning Submittal by Site</b> |   |  |                      |   |                           |  |
| B.1.14.5   | AGH   | Agoura Hills  |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | CCT   | Criminal Court (Foltz)  |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | CRN   | Cerro Negro   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | FRP   | Frost Peak (Upper Blue Ridge)                                 |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | GMT   | Grass Mountain  |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | H17A  | H-17 Helipad  |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.5   | LASDTEM   | Los Angeles County Sheriff Temple Station                     |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | LPC   | Loop Canyon   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | LEPS  | Lower Encinal Pump Station                                    |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | MIR   | Mirador   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | MML   | Magic Mountain Link   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | MTL2  | Mount Lukens 2  |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | PDC   | Pacific Design Center   |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.5   | PLM   | Los Angeles County Palmdale Sheriff Station                   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | PMT   | Pine Mountain   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | PWT   | Portshead Tank  |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.5   | VPK   | Verdugo Peak County   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.6   | <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                                    |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | MIR   | Mirador   |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | MML   | Magic Mountain Link   |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | MTL2  | Mount Lukens 2  |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | PDC   | Pacific Design Center   |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | PLM   | Los Angeles County Palmdale Sheriff Station                   |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | PMT   | Pine Mountain   |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | PWT   | Portshead Tank  |  |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.6   | VPK   | Verdugo Peak County   |  |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| <b>Subtotal for Additional Sites (Amendment No. 16)</b>                          |   |   | \$ -   | \$ -                 | \$ 133,238  | \$ 13,324                 | \$ 119,914                             |
| <b>LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 17)</b>                            |   |   |  |                      |   |                           |  |
| B.1.14.5   | <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.1.14.6   | <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.1.14.5   | <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                              |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | UCLA  | UCLA (Factor Building)  |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | WWY   | Winding Way   |  |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.6   | <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                               |

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID   | Deliverable   | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8,9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|---|---|---|----------------------|---|---------------------------|--|
| B.1.14.6   | SMMC  | Santa Monica/UCLA Medical Center  |   |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | UCLA  | UCLA (Factor Building)  |   |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | WWY   | Winding Way   |   |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| <b>Subtotal for Additional Sites (Amendment No. 18)</b>                          |   |   | \$ -  | \$ -                 | \$ 76,136   | \$ 7,614                  | \$ 68,522                              |
| <b>LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 21)</b>                             |   |   |   |                      |   |                           |  |
| <b>B.1.14.5</b>  | <b>Site Design Review Packages 75% Zoning Submittal by Site</b> |   |   |                      |   |                           |  |
| B.1.14.5   | JPK2  | Johnstone Peak - 2  |   |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| <b>B.1.14.6</b>  | <b>Permit Approval by Site</b>                                  |   |   |                      |   |                           |  |
| 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>B.1.14.5</b>  | <b>Site Design Review Packages 75% Zoning Submittal by Site</b> |   |   |                      |   |                           |  |
| B.1.14.5   | IND   | Industry Water Tank   |   |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | SPH   | San Pedro Hill  |   |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | UNIV  | Universal Studios   |   |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| B.1.14.5   | LAN   | Lancaster   |   |                      | \$ 7,138  | \$ 714                    | \$ 6,424                               |
| <b>B.1.14.6</b>  | <b>Permit Approval by Site</b>                                  |   |   |                      |   |                           |  |
| B.1.14.6   | IND   | Industry Water Tank   |   |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | SPH   | San Pedro Hill  |   |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | UNIV  | Universal Studios   |   |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| B.1.14.6   | LAN   | Lancaster   |   |                      | \$ 2,379  | \$ 238                    | \$ 2,141                               |
| <b>Subtotal for Additional Site (Amendment No. 21)</b>                           |   |   | \$ -  | \$ -                 | \$ 38,068   | \$ 3,807                  | \$ 34,261                              |
| <b>CORE 1 AND REPEATER SITES (AMENDMENT NO. 3)</b>                               |   |   |   |                      |   |                           |  |
| B.1.14.6   |   | Core 1 Hardware and Software  | -   | -                    | \$ 11,645,162   | \$ 1,164,516              | \$ 10,480,646                          |
|  |   | Core T1 Interface Equipment   | -   | -                    | \$ 49,878   | \$ 4,988                  | \$ 44,890                              |
|  |   | NMS AC Power  | -   | -                    | \$ 1,308  | \$ 131                    | \$ 1,177                               |
|  |   | FCC License Application Preparation   | -   | -                    | \$ 7,500  | \$ 750                    | \$ 6,750                               |
|  |   | Remote Site AC Power  | -   | -                    | \$ 7,848  | \$ 785                    | \$ 7,063                               |
| B.3.2 to B.3.6   |   | Five DTVRS UHF 11 Channel ASTRO 25 Sites                                      | -   | -                    | \$ 1,144,758  | \$ 114,476                | \$ 1,030,282                           |
| B.3.2 to B.3.6   |   | Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites                                  | -   | -                    | \$ 404,440  | \$ 40,444                 | \$ 363,996                             |
| B.3.2 to B.3.6   |   | Three MCC 7500 Consoles for DTVRS   | -   | -                    | \$ 197,074  | \$ 19,707                 | \$ 177,367                             |
| C.14   |   | Portable Radio Upgrade Kits (2009 UASI Funds)                                 | -   | -                    | \$ 65,800   | \$ 6,580                  | \$ 59,220                              |
| C.14   |   | Portable Radio Upgrade Kits (2010 UASI Funds)                                 | -   | -                    | \$ 296,100  | \$ 29,610                 | \$ 266,490                             |
| B.4.2.3  |   | Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites | -   | -                    | \$ 463,818  | \$ 46,382                 | \$ 417,436                             |
| Base.22.3.2  |   | Performance Bond for Core 1 and Repeater Sites                                | -   | -                    | \$ 89,801   | \$ -                      | \$ 89,801                              |
| <b>Subtotal for Core 1 and Repeater Sites:</b>                                   |   |   | \$ -  | \$ -                 | \$ 14,373,487   | \$ 1,428,369              | \$ 12,945,118                          |
| <b>CORE 2 (AMENDMENT NO. 3)</b>  |   |   |   |                      |   |                           |  |
| B.3.2 to B.3.6   |   | Core 2 Hardware   | -   | -                    | \$ 3,650,360  | \$ 365,036                | \$ 3,285,324                           |
| B.4.2.3  |   | Installation, Optimization, Staging and Testing for Core 2                    | -   | -                    | \$ 301,757  | \$ 30,176                 | \$ 271,581                             |
| Base.22.3.2  |   | Performance Bond for Core 2   | -   | -                    | \$ 24,663   | \$ -                      | \$ 24,663                              |
| <b>LAPDVDC Uninterruptible Power Supply (UPS)</b>                                |   |   |   |                      |   |                           |  |
|  |   | Eaton 9130 2000 Rackmount; 120V, 50/60Hz; 2000VA/1800W                        | -   | -                    | \$ 27,101   | \$ 2,710                  | \$ 24,391                              |
|  |   | Eaton 9130 2000/30000 EBM Rack  | -   | -                    | \$ 12,152   | \$ 1,215                  | \$ 10,937                              |
|  |   | Two-Post Rack Mounting Rail Kit   | -   | -                    | \$ 3,052  | \$ 305                    | \$ 2,747                               |
|  |   | Racks 7.5 Foot  | -   | -                    | \$ 863  | \$ 86                     | \$ 777                                 |
|  |   | MSI Design and Implementation Services  | -   | -                    | \$ 24,978   | \$ 2,498                  | \$ 22,480                              |
| <b>Subtotal for Core 2 and LAPDVDC UPS:</b>                                      |   |   | \$ -  | \$ -                 | \$ 4,044,926  | \$ 402,026                | \$ 3,642,900                           |
| <b>CORE 2 RELOCATION (AMENDMENT NO. 16)</b>                                      |   |   |   |                      |   |                           |  |
|  |   | Removal and Relocation of Core 2 from LAPDVDC to PLM                          |   |                      | \$ -  | \$ -                      | \$ -                                   |
| <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                             |
|  |   | DTVRS - ASTRO Site Repeaters (ASR)  | -   | -                    | \$ 408,816  | \$ 40,882                 | \$ 367,934                             |
|  |   | Core Licenses for 700/UHF ASR Sites   | -   | -                    | \$ 127,748  | \$ 12,775                 | \$ 114,973                             |
|  |   | Mobile Meshed VSAT Satellite System & Installation                            | -   | -                    | \$ 126,233  | \$ 12,623                 | \$ 113,610                             |
|  |   | MSI Design and Implementation Services  | -   | -                    | \$ 81,116   | \$ 8,112                  | \$ 73,004                              |
| Base.22.3.2  |   | Performance Bond for SOW  | -   | -                    | \$ 6,345  | \$ -                      | \$ 6,345                               |
| <b>Subtotal for System on Wheels:</b>  |   |   | \$ -  | \$ -                 | \$ 1,218,697  | \$ 121,235                | \$ 1,097,462                           |
| <b>STATION B EQUIPMENT (AMENDMENT NO. 4)</b>                                     |   |   |   |                      |   |                           |  |
|  |   | DTVRS - ASTRO Site Repeaters (ASR):   | \$ -  | -                    | \$ 585,803  | \$ 58,580                 | \$ 527,223                             |
|  |   | 700 MHz ASR - 6 Channel (Phase 1/Phase 2)                                     | \$ -  | -                    | \$ -  | \$ -                      | \$ -                                   |
|  |   | UHF ASR - 11 Channel (Phase 1/Phase 2)  | \$ -  | -                    | \$ -  | \$ -                      | \$ -                                   |

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document)   | Site ID | Deliverable  | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8, 9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|---------|--|--|----------------------|---|---------------------------|--|
|  |         | Core License Upgrades for ASR Sites  | \$ -   | -                    | \$ 149,548  | \$ 14,955                 | \$ 134,593                             |
|  |         | MOTOBIDGE GX Communication Gateway   | \$ -   | -                    | \$ 174,329  | \$ 17,433                 | \$ 156,896                             |
|  |         | Point-To-Point 4.9 GHz Backhaul  | \$ -   | -                    | \$ 26,748   | \$ 2,675                  | \$ 24,073                              |
|  |         | Mobile Meshed VSAT Satellite System & Installation   | \$ -   | -                    | \$ 126,233  | \$ 12,623                 | \$ 113,610                             |
|  |         | MSI Design and Implementation Services   | \$ -   | -                    | \$ 99,820   | \$ 9,982                  | \$ 89,838                              |
| Base.22.3.2  |         | Performance Bond for Station B Equipment   | \$ -   | -                    | \$ 6,566  | \$ -                      | \$ 6,566                               |
| <b>Subtotal for Station B Equipment:</b>   |         |  | <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:<br>(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                              |

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID | Deliverable  | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8,9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|---------|--|---|----------------------|---|---------------------------|--|
|  |         | H-17A  |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| <b>Total for Project Descriptions for Potential Replacement Sites:</b>           |         |  | \$ -  | \$ -                 | \$ 23,348   | \$ 2,335                  | \$ 21,013                              |
| <b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 15)</b> |         |  |   |                      |   |                           |  |
| B.1.14.1   |         | Detailed Project Description for Potential Replacement Site(s) as follows:   |   |                      |   |                           |  |
| B.1.14.1   | BHS     | Baldwin Hills County   |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| B.1.14.1   |         | Baldwin Hills - LA-RICS  |   |                      | \$ -  | \$ -                      | \$ -                                   |
| 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                              |
| B.1.14.1   | LASDTEM | Los Angeles County Sheriff Temple Station  |   |                      | \$ -  | \$ -                      | \$ -                                   |
| B.1.14.1   | DPW38   | Los Angeles County Department of Public Works Pump Station 38  |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| B.1.14.1   | PLM     | Los Angeles County Palmdale Sheriff Station  |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| B.1.14.1   | POM     | Pomona Courthouse  |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| B.1.14.1   | SPH     | San Pedro Hill County  |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| B.1.14.1   | UNIV    | University of California Los Angeles   |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| B.1.14.1   | VPK     | Verdugo Peak   |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| <b>Total for Project Descriptions for Potential Replacement Sites:</b>           |         |  | \$ -  | \$ -                 | \$ 105,066  | \$ 10,507                 | \$ 94,559                              |
| <b>PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)</b>     |         |  |   |                      |   |                           |  |
|  |         | LACFI34  |   |                      | \$ -  | \$ -                      | \$ -                                   |
| <b>Total for System Redesign:</b>  |         |  |   |                      | \$ -  | \$ -                      | \$ -                                   |
| <b>PROJECT DESCRIPTION WORK (AMENDMENT NO. 18)</b>                               |         |  |   |                      |   |                           |  |
|  | RPV1    | Rancho Palos Verdes  |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
|  | SMMC    | Santa Monica/UCLA Medical Center   |   |                      | \$ -  | \$ -                      | \$ -                                   |
|  | UCLA    | UCLA (Factor Building)   |   |                      | \$ -  | \$ -                      | \$ -                                   |
|  | WWY     | Winding Way  |   |                      | \$ 11,674   | \$ 1,167                  | \$ 10,507                              |
| <b>Total for Project Description Work:</b>                                       |         |  |   |                      | \$ 23,348   | \$ 2,335                  | \$ 21,013                              |
| <b>LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)</b>            |         |  |   |                      |   |                           |  |
|  |         | License Coordination Fees  | -   | -                    | \$ 20,240   | \$ -                      | \$ 20,240                              |
| <b>Total for License Coordination Fees:</b>                                      |         |  | \$ -  | \$ -                 | \$ 20,240   | \$ -                      | \$ 20,240                              |
| <b>PORTABLE RADIO EQUIPMENT, CONSOLETES, &amp; CONSOLES (AMENDMENT NO. 7)</b>    |         |  |   |                      |   |                           |  |
|  |         | APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown | -   | -                    | \$ 4,459,044  | \$ -                      | \$ 4,459,044                           |
|  |         | Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE)  | -   | -                    | \$ 113,400  |                           | \$ 113,400                             |
|  |         | APX Console/ APX 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.  | -   | -                    | \$ 216,215  | \$ -                      | \$ 216,215                             |
|  |         | Subscriber Maintenance for 20 APX7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LITE)  | -   | -                    | \$ 5,724  | \$ -                      | \$ 5,724                               |
|  |         | Subscriber Maintenance for 10 APX 7500 Consolettes Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$954 per year) (Service from the Start - LITE)  | -   | -                    | \$ 2,862  | \$ -                      | \$ 2,862                               |
|  |         | MC7500 Console - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.   | -   | -                    | \$ 354,313  | \$ -                      | \$ 354,313                             |
|  |         | Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.  | -   | -                    | \$ 25,493   | \$ -                      | \$ 25,493                              |
| <b>Total for Portable Radio Equipment, Consolettes, &amp; Consoles:</b>          |         |  | \$ -  | \$ -                 | \$ 5,177,051  | \$ -                      | \$ 5,177,051                           |
| <b>PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8)</b>                                |         |  |   |                      |   |                           |  |
|  |         | APX 7000XE Portable Radios (400 Dual Band with UHF and 700 MHz Enabled and 54 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 454) and Radio Accessories - Refer to Amendment 8, Attachment A, for specifications and a detailed cost breakdown    | -   | -                    | \$ 3,571,755  | \$ -                      | \$ 3,571,755                           |
|  |         | Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year)   | -   | -                    | \$ 85,806   | \$ -                      | \$ 85,806                              |
|  |         | Performance Bond for Portable Radio Equipment  | -   | -                    | \$ 13,445   | \$ -                      | \$ 13,445                              |
| <b>Total for Portable Radio Equipment:</b>                                       |         |  | \$ -  | \$ -                 | \$ 3,671,006  | \$ -                      | \$ 3,671,006                           |
| <b>POWER LOAD STUDY COSTS (AMENDMENT NO. 10)</b>                                 |         |  |   |                      |   |                           |  |
| 2.2.16   |         | Power Load Study Cost(s)   |   |                      |   |                           |  |
|  |         | Airport Courthouse (APC)   |   |                      | \$ 8,425  | \$ -                      | \$ 8,425                               |
|  |         | Inglewood Courthouse (ICC)   |   |                      | \$ 8,425  |                           | \$ 8,425                               |
| <b>Total for Power Load Study Costs:</b>   |         |  | \$ -  | \$ -                 | \$ 16,850   | \$ -                      | \$ 16,850                              |



## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID | Deliverable   | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8,9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|---------|---|---|----------------------|---|---------------------------|--|
| <b>FCC LICENSING (AMENDMENT NO. 12)</b>  |         |   |   |                      |   |                           |  |
| B.1.6  |         | FCC Licensing - Frequency Planning  | -   | -                    | \$ 284,041  | \$ 28,404                 | \$ 255,637                             |
|  |         | Licensing all LMR Subsystem Frequencies at all LMR Subsystem Sites  | -   | -                    | \$ 51,348   | \$ 5,135                  | \$ 46,213                              |
|  |         | RF Engineering Services   | -   | -                    | \$ 73,728   | \$ 7,373                  | \$ 66,355                              |
|  |         | Project Management Services for FCC Licensing   | -   | -                    | \$ 14,000   | \$ 1,400                  | \$ 12,600                              |
| <b>Total for FCC Licensing:</b>  |         |   | -   | -                    | \$ 423,117  | \$ 42,312                 | \$ 380,805                             |
| <b>SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)</b>                    |         |   |   |                      |   |                           |  |
|  |         | SOW-  |   |                      | \$  | \$                        | \$                                     |
|  |         | 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        | -   | -                    | \$ 333,005  | \$ -                      | \$ 333,005                             |
|  |         | Subscriber Maintenance for 40 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$2,520 per year) (Service from the Start - LITE)                                     | -   | -                    | \$ 7,560  | \$ -                      | \$ 7,560                               |
|  |         | APX 7500 Console and (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 4) and Remote Control HD/CHIB Replacement - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown | -   | -                    | \$ 36,732   | \$ -                      | \$ 36,732                              |
|  |         | APX 7500 Control Station (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 1) - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown                                    | -   | -                    | \$ 7,506  | \$ -                      | \$ 7,506                               |
|  |         | Subscriber Maintenance for 4 APX 7500 Consoles and 1 APX 7500 Control Station Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$477 per year) (Service from the Start - LITE)              | -   | -                    | \$ 1,431  | \$ -                      | \$ 1,431                               |
| <b>Total for Portable Radio Equipment</b>  |         |   |   |                      | \$ 386,234  |                           | \$ 386,234                             |
| <b>LEASE EXHIBIT (AMENDMENT NO. 13)</b>  |         |   |   |                      |   |                           |  |
|  |         | Baldwin Hills   |   |                      | \$  | \$                        | \$                                     |
|  |         | Black Jack Peak   |   |                      | \$  | \$                        | \$                                     |
|  |         | Bald Mountain   |   |                      | \$  | \$                        | \$                                     |
|  |         | Compton Court Building  |   |                      | \$  | \$                        | \$                                     |
|  |         | Claremont   |   |                      | \$  | \$                        | \$                                     |
|  |         | Castro Peak   |   |                      | \$  | \$                        | \$                                     |
|  |         | Dakin Peak  |   |                      | \$  | \$                        | \$                                     |
|  |         | Encinal 1 (Fire Camp)   |   |                      | \$  | \$                        | \$                                     |
|  |         | L.A. County Fire Command  |   |                      | \$  | \$                        | \$                                     |
|  |         | Green Mountain  |   |                      | \$  | \$                        | \$                                     |
|  |         | Hauser Peak   |   |                      | \$  | \$                        | \$                                     |
|  |         | Mira Loma Facility  |   |                      | \$  | \$                        | \$                                     |
|  |         | Mount McDill  |   |                      | \$  | \$                        | \$                                     |
|  |         | Monte Vista (Star Center)   |   |                      | \$  | \$                        | \$                                     |
|  |         | Oat Mountain  |   |                      | \$  | \$                        | \$                                     |
|  |         | Oat Mountain Nike   |   |                      | \$  | \$                        | \$                                     |
|  |         | Puente Hills  |   |                      | \$  | \$                        | \$                                     |
|  |         | Pomona 1620 Hillcrest   |   |                      | \$  | \$                        | \$                                     |
|  |         | Rolling Hills Transmit  |   |                      | \$  | \$                        | \$                                     |
|  |         | Rio Hondo   |   |                      | \$  | \$                        | \$                                     |
|  |         | San Dimas   |   |                      | \$  | \$                        | \$                                     |



## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document)                            | Site ID | Deliverable  | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8, 9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|---|---------|--|--|----------------------|---|---------------------------|--|
|   |         | Signal Hill  |  |                      | \$ -  | \$ -                      | \$ -                                   |
|   |         | Saddle Peak  |  |                      | \$ -  | \$ -                      | \$ -                                   |
|   |         | Topanga Peak   |  |                      | \$ -  | \$ -                      | \$ -                                   |
|   |         | Tejon Peak   |  |                      | \$ -  | \$ -                      | \$ -                                   |
|   |         | Tower Peak   |  |                      | \$ -  | \$ -                      | \$ -                                   |
|   |         | 100 Wilshire   |  |                      | \$ -  | \$ -                      | \$ -                                   |
|   |         | Airport Courthouse   |  |                      | \$ -  | \$ -                      | \$ -                                   |
|   |         | 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 CONSOLETES (AMENDMENT NO. 23)</b>                |         |  |  |                      |   |                           |  |
|   |         | Adapters for Dispatcher Headsets for Compatability with Consolette Desk Radios (6 at \$158 Each) |  |                      | \$ 948  | \$ 95                     | \$ 853                                 |
|   |         | <b>Total for Adapters for Dispatcher Headset for Compatability with Consolette Desk Radios:</b>  |  |                      | \$ 948  | \$ 95                     | \$ 853                                 |
| <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>  |         |  | \$ -   | \$ -                 | \$ 42,283,961   | \$ 3,120,262              | \$ 39,163,699                          |

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 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. 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 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, 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, consolettes, and consoles. In connection therewith, a Unilateral Option Sum in the amount of \$5,177,051 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Seven, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 10: Pursuant to Amendment No. Eight, effective as of August 28, 2014, Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios and radio accessories. In connection therewith, a Unilateral Option Sum in the amount of \$3,671,006 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Eight, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

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

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

## EXHIBIT C.2 - SCHEDULE OF PAYMENTS

### PHASE 1 - SYSTEM DESIGN

| Deliverable/Task<br>/ Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID | Deliverable | Unilateral<br>Option Sum<br>(Notes 3, 5, 6, 7, 8,9) | Credits<br>(Note 11) | Contract Sum -<br>Payable Amount<br>for Phase 1<br>(Notes 3-22) | 10%<br>Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|---------|-------------|---|----------------------|---|---------------------------|--|
|--|---------|-------------|---|----------------------|---|---------------------------|--|

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

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

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

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

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

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

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

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

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

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/<br>Task/<br>Section No.<br><small>(Exhibit A, Exhibit<br/>B, or Base<br/>Document)</small> | Site ID  | Deliverable<br><small>(Refer to Site Development Matrix in Exhibit B for further<br/>details on the capacity and sizes of site components)</small> | Phase 2 Total |   |                                    |   |                        |  |
|---|----------|--|---------------|---|------------------------------------|---|------------------------|--|
|   |          |  | Qty.          | Unilateral Option<br>Sum Including<br>Project<br>Management | Credits<br><small>(Note 1)</small> | Contract Sum - Payable<br>Amount for Phase 2<br><small>(Note 1,2,3,4,5)</small> | 10% Holdback<br>Amount | Payable<br>Amount Less 10%<br>Holdback |
| <b>B.2.2</b>  |          | <b>Site Construction</b>   |               |   |                                    |   |                        |  |
| B.2.2   | BAH      | Baldwin Hills  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | BJM      | Black Jack Peak  |               | \$ -  | \$ -                               | \$ 1,087,923  | \$ 108,792             | \$ 979,131                             |
| 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   | JKP      | Johnstone Peak   |               | \$ -  | \$ -                               | \$ 0  | \$ 0                   | \$ 0                                   |
| B.2.2   | LACF028  | FS 28  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF056  | FS 56  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF071  | FS 71  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF072  | FS 72  |               | \$ -  | \$ -                               | \$ 524,184  | \$ 52,418              | \$ 471,766                             |
| B.2.2   | LACF077  | FS 77  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF084  | LACF84   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF091  | FS 91  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF099  | FS99   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF119  | FS 119   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF144  | FS 144   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF149  | FS 149   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF157  | FS 157   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACF196  | FS 169   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACFCP09 | LACFCP09   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LACFDEL  | Los Angeles County Fire Departmental<br>Del Valle Training Camp  |               | \$ -  | \$ -                               | \$ 536,490  | \$ 53,649              | \$ 482,841                             |
| B.2.2   | LAH      | LA City Hall   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LBR      | Lower Blue Ridge   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | LDWP243  | DWP Sylmar Water Ladder  |               | \$ -  | \$ -                               | \$ 213,691  | \$ 21,369              | \$ 192,322                             |
| B.2.2   | MAM      | Magic 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  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | SDW      | San Dimas  |               | \$ -  | \$ -                               | \$ 679,371  | \$ 67,937              | \$ 611,434                             |
| B.2.2   | SGH      | Signal Hill  |               | \$ -  | \$ -                               | \$ 350,623  | \$ 35,062              | \$ 315,561                             |
| B.2.2   | SPC      | San Pedro Hill   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | SPN      | Saddle Peak  |               | \$ -  | \$ -                               | \$ 438,967  | \$ 43,897              | \$ 395,071                             |
| B.2.2   | SUN      | Sunset Ridge   |               | \$ -  | \$ -                               | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.2.2   | SVP      | San Vicente Peak   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | SWP      | Southwest Area Station   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | TOP      | Topanga Peak   |               | \$ -  | \$ -                               | \$ 559,263  | \$ 55,926              | \$ 503,337                             |

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS

### PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

| Deliverable/<br>Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Site ID  | Deliverable<br><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<br>Sum Including<br>Project<br>Management | Credits<br><small>(Note 1)</small> | Contract Sum - Payable<br>Amount for Phase 2<br><small>(Note 1,2,3,4,5)</small> | 10% Holdback<br>Amount | Payable<br>Amount Less 10%<br>Holdback |
| 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  | \$ 18,671              | \$ 168,043                             |
| B.2.2   | LAPDVDC  | Valley Dispatch Center   |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| Subtotal for Site Construction and Modifications Site Detail                                    |          |  |               | \$ -  | \$ -                               | \$ 17,105,438   | \$ 1,710,544           | \$ 15,394,894                          |
| 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  | \$ 29,758              | \$ 267,822                             |
| 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      | Portsmouth Tank  |               | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| B.2.2   | VPK      | Verdugo Peak County)   |               | \$ -  | \$ -                               | \$ 682,724  | \$ 68,272              | \$ 614,452                             |
| Subtotal for Additional Sites (Amendment No. 17)  |          |  |               | \$ -  | \$ -                               | \$ 9,586,335  | \$ 958,634             | \$ 8,627,702                           |
| Base.22.3.2   |          | Project Management   | Included      |   | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
|   |          | Performance Bond   | 1             | \$ -  | \$ -                               | \$ 193,803  | \$ -                   | \$ 193,803                             |
|   |          | Materials and Labor Bond   | Included      | \$ -  | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
|   |          | Total Lease Costs  |               | N/A   | \$ -                               | \$ -  | \$ -                   | \$ -                                   |
| Base.22.2.2   |          | Builder's Insurance  | 1             | \$ -  | \$ -                               | \$ 372,599  | \$ -                   | \$ 372,599                             |
| Base.22.2.1   |          | Liability Insurance (General and Professional)   | 1             | \$ -  | \$ -                               | \$ 527,500  | \$ -                   | \$ 527,500                             |
| B.2.2   |          | Phase 2 Completion Acceptance  |               |   |                                    | \$ 8,963,267  | \$ 896,327             | \$ 8,066,940                           |
| ADDITIONAL SITE (AMENDMENT NO. 21)  |          |  |               |   |                                    |   |                        |  |
| B.2.2   |          | Site Construction  |               |   |                                    |   |                        |  |
| B.2.2   | JKP2     | 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                             |

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS

### PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

| Deliverable/<br>Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small>  | Site ID | Deliverable<br><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<br>Sum Incuding<br>Project<br>Management | Credits<br><small>(Note 1)</small> | Contract Sum - Payable<br>Amount for Phase 2<br><small>(Note 1,2,3,4,5)</small> | 10% Holdback<br>Amount | Payable<br>Amount Less 10%<br>Holdback |
| 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  |               |  |                                    | \$ 483,007  | \$ 48,301              | \$ 434,706                             |
| Subtotal for Additional Sites (Amendment No. 30)   |         |  |               |  |                                    | \$ 483,007  | \$ 48,301              | \$ 434,706                             |
| 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   |               |  |                                    | \$ 244,626  | \$ 24,463              | \$ 220,163                             |
| Subtotal for Additional Sites (Amendment No. 36)   |         |  |               |  |                                    | \$ 244,626  | \$ 24,463              | \$ 220,163                             |
| 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                           |
| Total for Phase 2 - Site Construction and Modifications<br>(including Subtotals for Site Detail) |         |  |               | \$ -   | \$ -                               | \$ 42,829,335   | \$ 4,173,543           | \$ 38,655,792                          |

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

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

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

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

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/<br>Task/<br>Section No.<br><i>(Exhibit A, Exhibit B, or<br/>Base Document)</i> | Site ID  | Deliverable  |      | Equipment<br>Purchase in<br>Phase 1<br>Credit per Site<br><i>(Note 1,11,12,13, 14,15)</i> | DTVRS        | ACVRS      | LARTCS     | NMDN<br><i>(Note 17)</i> | Microwave | Credits<br><i>(Note 2)</i> | Total Contract Sum<br>Total Payable<br>Amount for Phase 3<br><i>(Note 1, 3, 8, 16)</i> | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|---|----------|--|------|---|--------------|------------|------------|--------------------------|-----------|----------------------------|--|------------------------|--|
| <b>B.3.2 to B.3.6</b>   |          | <b>Equipment Delivery</b>                                    |      |   |              |            |            |                          |           |                            |  |                        |  |
| B.3.2 to B.3.6  | BAH      | Baldwin Hills  | \$ - | \$ -  | \$ -         | \$ -       | \$ -       | \$ -                     | \$ -      | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | BJM      | Black Jack Peak  | \$ - | \$ -  | \$ 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 Rock  | \$ - | \$ -  | \$ -         | \$ -       | \$ -       | \$ -                     | \$ -      | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | BUR      | Burnt Peak   | \$ - | \$ -  | \$ -         | \$ -       | \$ -       | \$ -                     | \$ -      | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | BVG      | Beverly Glen   | \$ - | \$ -  | \$ -         | \$ -       | \$ -       | \$ -                     | \$ -      | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | CCB      | Compton Court Building                                       | \$ - | \$ -  | \$ 482,398   | \$ 171,692 | \$ -       | \$ -                     | \$ 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  | ELSGDPD  | 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  | LACF094  | FS 94  | \$ - | \$ -  | \$ -         | \$ -       | \$ -       | \$ -                     | \$ -      | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| 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 199   | \$ - | \$ -  | \$ -         | \$ -       | \$ -       | \$ -                     | \$ -      | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| 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 <i>(Note 4)</i>                                 | \$ - | \$ -  | \$ -         | \$ -       | \$ -       | \$ -                     | \$ -      | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| 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/<br>Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or<br/>Base Document)</small> | Site ID   | Deliverable                             |      | Equipment<br>Purchase in<br>Phase 1<br>Credit per Site<br><small>(Note 1,11,12,13, 14,15)</small> | DTVRS         | ACVRS        | LARTCS       | NMDN<br><small>(Note 17)</small> | Microwave    | Credits<br><small>(Note 2)</small> | Total Contract Sum<br>Total Payable<br>Amount for Phase 3<br><small>(Note 1, 3, 8, 16)</small> | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>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  | RPVE004   | Rancho Palos Verde City Hall            | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                             | \$ -         | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | SAG       | San Augustine                           | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                             | \$ -         | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | SDW       | San Dimas                               | \$ - | \$ -  | \$ 525,073    | \$ 232,167   | \$ -         | \$ -                             | \$ 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  | WS4       | 100 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 | 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  |           | Equipment Delivery                      |      |   |               |              |              |                                  |              |                                    |  |                        |  |
| B.3.2 to B.3.6  | APC       | Airport Courthouse                      | \$ - | \$ -  | \$ 177,033    | \$ -         | \$ -         | \$ -                             | \$ 36,176    | \$ -                               | \$ 213,209   | \$ -                   | \$ 213,209                             |
| B.3.2 to B.3.6  | BCHCPRK   | Beverly Hills Coldwater Canyon Park     | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                             | \$ -         | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | LACF136   | FS 136                                  | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                             | \$ -         | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | LAHE      | L.A. City Hall East <sup>(Note 4)</sup> | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                             | \$ -         | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| B.3.2 to B.3.6  | OLA       | 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/<br>Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or<br/>Base Document)</small> | Site ID  | Deliverable   |      | Equipment<br>Purchase in<br>Phase 1<br>Credit per Site<br><small>(Note 1,11,12,13, 14,15)</small> | DTVRS        | ACVRS        | LARTCS       | NMDN<br><small>(Note 17)</small> | Microwave  | Credits<br><small>(Note 2)</small> | Total Contract Sum<br>Total Payable<br>Amount for Phase 3<br><small>(Note 1, 3, 8, 16)</small> | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|---|----------|---|------|---|--------------|--------------|--------------|----------------------------------|------------|------------------------------------|--|------------------------|--|
| <b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>  |          |   |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| B.3.2 to B.3.6  |          | Equipment Delivery  |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| B.3.2 to B.3.6  | AGH      | Agoura Hills  | \$ - | \$ -  | \$ 546,316   | \$ 232,589   | \$ 88,027    | \$ -                             | \$ 49,600  | \$ -                               | \$ 916,532   | \$ 91,653              | \$ 824,879                             |
| B.3.2 to B.3.6  | BUR1     | Burnt Peak 1  | \$ - |   | \$ 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                             |
| B.3.2 to B.3.6  | H-17A    | H-17 Helipad  | \$ - | \$ -  | \$ -         | \$ -         | \$ -         | \$ -                             | \$ -       | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| 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                           |
| B.3.2 to B.3.6  | PDC      | Pacific Design Center   | \$ - | \$ -  | \$ -         | \$ -         | \$ -         | \$ -                             | \$ -       | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| 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                             |
| B.3.2 to B.3.6  | PWT      | Porthead Tank   | \$ - | \$ -  | \$ -         | \$ -         | \$ -         | \$ -                             | \$ -       | \$ -                               | \$ -   | \$ -                   | \$ -                                   |
| 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                             |
| Subtotal for Additional Sites (Amendment No. 17)  |          |   | \$ - | \$ -  | \$ 4,976,181 | \$ 2,223,287 | \$ 1,907,584 | \$ -                             | \$ 795,096 | \$ -                               | \$ 10,336,727  | \$ 797,818             | \$ 9,538,909                           |
| <b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>   |          |   |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| B.3.2 to B.3.6  |          | Equipment Delivery  |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| 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                             |
| Subtotal for Additional Site (Amendment No. 21)   |          |   | \$ - | \$ -  | \$ 10,714    | \$ 271,717   | \$ 299,795   | \$ -                             | \$ 43,712  | \$ -                               | \$ 625,939   | \$ 62,594              | \$ 563,345                             |
| <b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>  |          |   |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| B.3.2 to B.3.6  |          | Equipment Delivery  |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| 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                             |
| Subtotal for Additional Sites (Amendment No. 25)  |          |   | \$ - | \$ -  | \$ 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.3.2 to B.3.6  |          | Equipment Delivery  |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| B.3.2 to B.3.6  | LAN      | Lancaster   |      |   |              |              |              |                                  | \$ 30,252  | \$ -                               | \$ 30,252  | \$ 3,025               | \$ 27,227                              |
| Subtotal for Additional Site (Amendment No. 26)   |          |   | \$ - | \$ -  | \$ -         | \$ -         | \$ -         | \$ -                             | \$ 30,252  | \$ -                               | \$ 30,252  | \$ 3,025               | \$ 27,227                              |
| <b>ADDITIONAL SITES (AMENDMENT NO. 27)</b>  |          |   |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| B.3.2 to B.3.6  |          | Equipment Delivery  |      |   |              |              |              |                                  |            |                                    |  |                        |  |
| 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                             |
| Subtotal for Additional Sites (Amendment No. 27)  |          |   | \$ - | \$ -  | \$ 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/<br>Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or<br/>Base Document)</small> | Site ID | Deliverable  |      | Equipment<br>Purchase in<br>Phase 1<br>Credit per Site<br><small>(Note 1,11,12,13, 14,15)</small> | DTVRS      | ACVRS      | LARTCS     | NMDN<br><small>(Note 17)</small> | Microwave | Credits<br><small>(Note 2)</small> | Total Contract Sum<br>Total Payable<br>Amount for Phase 3<br><small>(Note 1, 3, 8, 16)</small> | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|---|---------|--|------|---|------------|------------|------------|----------------------------------|-----------|------------------------------------|--|------------------------|--|
| <b>ADDITIONAL SITES (AMENDMENT NO. 29)</b>  |         |  |      |   |            |            |            |                                  |           |                                    |  |                        |  |
| B.3.2 to B.3.6  |         | Equipment Delivery   |      |   |            |            |            |                                  |           |                                    |  |                        |  |
| 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.3.2 to B.3.6  |         | Equipment Delivery   |      |   |            |            |            |                                  |           |                                    |  |                        |  |
| 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.3.2 to B.3.6  |         | Equipment Delivery <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.3.2 to B.3.6  |         | Equipment Delivery   |      |   |            |            |            |                                  |           |                                    |  |                        |  |
| 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.3.2 to B.3.6  |         | Equipment Delivery   |      |   |            |            |            |                                  |           |                                    |  |                        |  |
| 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.3.2 to B.3.6  |         | Equipment Delivery   |      |   |            |            |            |                                  |           |                                    |  |                        |  |
| 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.3.2 to B.3.6  |         | Equipment Delivery   |      |   |            |            |            |                                  |           |                                    |  |                        |  |
| 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>   |         |  |      |   |            |            |            |                                  |           |                                    | \$ 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.4.6   |         | FCC Licensing <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                             |
| 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                           |

## EXHIBIT C.4 - SCHEDULE OF PAYMENTS

### PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

| Deliverable/<br>Task/<br>Section No.<br><i>(Exhibit A, Exhibit B, or<br/>Base Document)</i> | Site ID | Deliverable  |      | Equipment<br>Purchase in<br>Phase 1<br>Credit per Site<br><i>(Note 1,11,12,13, 14,15)</i> | DTVRS         | ACVRS        | LARTCS       | NMDN<br><i>(Note 17)</i> | Microwave    | Credits<br><i>(Note 2)</i> | Total Contract Sum<br>Total Payable<br>Amount for Phase 3<br><i>(Note 1, 3, 8, 16)</i> | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|---|---------|--|------|---|---------------|--------------|--------------|--------------------------|--------------|----------------------------|--|------------------------|--|
|   |         | Equipment Shipment: Credit for Portable Radio Upgrades       | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                     | \$ -         | \$ -                       | \$ (361,900)   | \$ (36,190)            | \$ (325,710)                           |
| Base.22.3.2   |         | Performance Bond for Phase 3 - Supply LMR System Components  | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                     | \$ -         | \$ -                       | \$ 474,041   |                        | \$ 474,041                             |
|   |         | Total Lease Costs for Phase 3 - Supply LMR System Components | N/A  | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                     | \$ -         | \$ -                       | \$ -   | \$ -                   | \$ -                                   |
| 18.   |         | Liability Insurance (General and Professional)               | \$ - | \$ -  | \$ -          | \$ -         | \$ -         | \$ -                     | \$ -         | \$ -                       | \$ 440,691   |                        | \$ 440,691                             |
| <b>Total for Phase 3 - Supply LMR System Components:</b>                                    |         |  | \$ - | \$ -  | \$ 25,566,190 | \$ 7,619,442 | \$ 7,010,255 | \$ -                     | \$ 2,550,013 | \$ -                       | \$ 56,336,725  | \$ 4,230,075           | \$ 52,106,650                          |

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

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

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

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

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

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

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

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

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 to 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 WSI. 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.5 - SCHEDULE OF PAYMENTS

### PHASE 4 - LMR SYSTEM IMPLEMENTATION

| Deliverable/Task<br>/Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID  | Deliverable  | Phase 4 Total |  |   |  |                        |  |
|---|----------|--|---------------|--|---|--|------------------------|--|
|   |          |  | Qty.          | Unilateral Option<br>Sum for Site<br>Installation Only | Unilateral Option Sum<br>for Acceptance Including<br>Project Management<br>(Note 1) | Contract Sum -<br>Payable Amount for<br>Phase 4 (Note 8) | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
| B.4.2.2   |          | Site Installation Test Acceptance                            |               |  |   |  |                        |  |
| B.4.2.2   | BAH      | Baldwin Hills  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | BJM      | Black Jack Peak  |               | \$ -   | \$ -  | \$ 175,932   | \$ 17,593              | \$ 158,338                             |
| B.4.2.2   | BMT      | Bald Mountain  |               | \$ -   | \$ -  | \$ 126,074   | \$ 12,607              | \$ 113,466                             |
| B.4.2.2   | BRK      | Blue Rock  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | BUR      | Burnt Peak   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | BVG      | Beverly Glen   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | CCB      | Compton Court Building                                       |               | \$ -   | \$ -  | \$ 89,559  | \$ 8,956               | \$ 80,603                              |
| B.4.2.2   | CEP      | Century Plaza  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | CLM      | Claremont  |               | \$ -   | \$ -  | \$ 26,062  | \$ 2,606               | \$ 23,456                              |
| B.4.2.2   | CPK      | Castro Peak  |               | \$ -   | \$ -  | \$ 153,763   | \$ 15,376              | \$ 138,387                             |
| B.4.2.2   | DPK      | Dakin Peak   |               | \$ -   | \$ -  | \$ 106,398   | \$ 10,640              | \$ 95,758                              |
| B.4.2.2   | ELSGDPD  | El Segundo PD  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | ENC1     | Encinal 1 (Fire Camp)  |               | \$ -   | \$ -  | \$ 0   | \$ 0                   | \$ 0                                   |
| B.4.2.2   | GRM      | Green Mountain   |               | \$ -   | \$ -  | \$ 126,588   | \$ 12,659              | \$ 113,929                             |
| B.4.2.2   | HPK      | Hauser Peak  |               | \$ -   | \$ -  | \$ 158,493   | \$ 15,849              | \$ 142,644                             |
| B.4.2.2   | JPK      | Johnstone Peak   |               | \$ -   | \$ -  | \$ 0   | \$ 0                   | \$ 0                                   |
| B.4.2.2   | LACF028  | FS 28  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF056  | FS 56  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF071  | FS 71  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF072  | FS 72  |               | \$ -   | \$ -  | \$ 89,330  | \$ 8,933               | \$ 80,397                              |
| B.4.2.2   | LACF077  | FS 77  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF084  | FS 84  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF091  | FS 91  |               | \$ -   | \$ -  | \$ (0)   | \$ (0)                 | \$ (0)                                 |
| B.4.2.2   | LACF099  | FS 99  |               | \$ -   | \$ -  | \$ 0   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF119  | FS 119   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF144  | FS 144   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF149  | FS 149   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF157  | FS 157   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACF196  | FS 169   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACFCP09 | CP 9   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACFDEL  | Los Angeles County Fire Departmental Del Valle Training Camp |               | \$ -   | \$ -  | \$ 59,918  | \$ 5,992               | \$ 53,926                              |
| B.4.2.2   | LAH      | LA City Hall   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LBR      | Lower Blue Ridge   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LDWP243  | DWP Sylmar Water Ladder                                      |               | \$ -   | \$ -  | \$ 70,592  | \$ 7,059               | \$ 63,532                              |
| B.4.2.2   | MAM      | Magie Mountain   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | MDI      | Mount Disappointment   |               | \$ -   | \$ -  | \$ 195,598   | \$ 19,560              | \$ 176,038                             |
| B.4.2.2   | MLE      | Mount Lee  |               | \$ -   | \$ -  | \$ 0   | \$ 0                   | \$ 0                                   |
| B.4.2.2   | MLM      | Mira Loma Facility   |               | \$ -   | \$ -  | \$ 105,662   | \$ 10,566              | \$ 95,096                              |
| B.4.2.2   | MMC      | Mount McDill   |               | \$ -   | \$ -  | \$ 164,568   | \$ 16,457              | \$ 148,111                             |
| B.4.2.2   | MTL      | Mount Lukens   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | MTT      | Mount Thom   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | MTW      | Mount Washington   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | MVS      | Monte Vista (Star Center)                                    |               | \$ -   | \$ -  | \$ 62,401  | \$ 6,240               | \$ 56,161                              |
| B.4.2.2   | OAT      | Oat Mountain OAT   |               | \$ -   | \$ -  | \$ 31,374  | \$ 3,137               | \$ 28,236                              |
| B.4.2.2   | OMC      | Oat Mountain OMC   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | ONK      | Oat Mountain Nike  |               | \$ -   | \$ -  | \$ 184,539   | \$ 18,454              | \$ 166,085                             |
| B.4.2.2   | PHN      | Puente Hills   |               | \$ -   | \$ -  | \$ 152,044   | \$ 15,204              | \$ 136,839                             |
| B.4.2.2   | PRG      | Portal Ridge   |               | \$ -   | \$ -  | \$ 114,907   | \$ 11,491              | \$ 103,416                             |
| B.4.2.2   | PSH      | Pomona 1620 Hillcrest  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | RDNBPD   | Redondo Beach PD   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | RHT      | Rolling Hills Transmit                                       |               | \$ -   | \$ -  | \$ 139,955   | \$ 13,996              | \$ 125,960                             |
| B.4.2.2   | RIH      | Rio Hondo  |               | \$ -   | \$ -  | \$ 134,625   | \$ 13,462              | \$ 121,162                             |
| B.4.2.2   | RPVE001  | Rancho Palos Verde City Hall                                 |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | SAG      | San Augustine  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | SDW      | San Dimas  |               | \$ -   | \$ -  | \$ 103,786   | \$ 10,379              | \$ 93,407                              |
| B.4.2.2   | SGH      | Signal Hill  |               | \$ -   | \$ -  | \$ 80,521  | \$ 8,052               | \$ 72,469                              |
| B.4.2.2   | SPC      | San Pedro Hill   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | SPN      | Saddle Peak  |               | \$ -   | \$ -  | \$ 99,371  | \$ 9,937               | \$ 89,434                              |
| B.4.2.2   | SUN      | Sunset Ridge   |               | \$ -   | \$ -  | \$ 0   | \$ 0                   | \$ 0                                   |
| B.4.2.2   | SVP      | San Vicente Peak   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | SWP      | Southwest Area Station                                       |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | TOP      | Topanga Peak   |               | \$ -   | \$ -  | \$ 126,555   | \$ 12,655              | \$ 113,899                             |
| B.4.2.2   | TPK      | Tejon Peak   |               | \$ -   | \$ -  | \$ 136,015   | \$ 13,602              | \$ 122,414                             |
| B.4.2.2   | TWR      | Tower Peak   |               | \$ -   | \$ -  | \$ 96,430  | \$ 9,643               | \$ 86,787                              |
| B.4.2.2   | VPC      | Verdugo Peak (City)  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | WAD      | Walker Drive   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | WMP      | Whitaker Middle Peak   |               | \$ -   | \$ -  | \$ 58,659  | \$ 5,866               | \$ 52,794                              |

## EXHIBIT C.5 - SCHEDULE OF PAYMENTS

### PHASE 4 - LMR SYSTEM IMPLEMENTATION

| Deliverable/Task<br>/Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID          | Deliverable   | Phase 4 Total |  |   |  |                        |  |
|---|------------------|---|---------------|--|---|--|------------------------|--|
|   |                  |   | Qty.          | Unilateral Option<br>Sum for Site<br>Installation Only | Unilateral Option Sum<br>for Acceptance Including<br>Project Management<br>(Note 1) | Contract Sum -<br>Payable Amount for<br>Phase 4 (Note 8) | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
| <del>B.4.2.2</del>  | <del>WS1</del>   | <del>400-Wilshire</del>                                       |               | <del>-\$</del>   | <del>-\$</del>  | <del>-\$</del>   | <del>-\$</del>         | <del>-\$</del>                         |
| B.4.2.2   | WTR              | Whittaker Ridge   |               | \$ -   | \$ -  | \$ 107,906   | \$ 10,791              | \$ 97,115                              |
| B.4.2.2   | LAPD077          | 77TH Street Area Complex                                      |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LAPDDVN          | Devonshire Area station                                       |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | FCCF             | L.A. County Fire Command                                      |               | \$ -   | \$ -  | \$ 215,429   | \$ 21,543              | \$ 193,886                             |
| B.4.2.2   | LAPDVDC          | Valley Dispatch Center  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail           |                  |   |               | \$ -   | \$ -  | \$ 3,493,053   | \$ 349,305             | \$ 3,143,747                           |
| ADDITIONAL SITES (AMENDMENT NO. 10)   |                  |   |               |  |   |  |                        |  |
| B.4.2.2   |                  | Site Installation Test Acceptance                             |               |  |   |  |                        |  |
| B.4.2.2   | APC              | Airport Courthouse  |               | \$ -   | \$ -  | \$ 39,361  | \$ 3,936               | \$ 35,425                              |
| B.4.2.2   | BCHCPRK          | Beverly Hills' Coldwater Canyon Park                          |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LACFI36          | FS-136  |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | LAHE             | LA City Hall East   |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | OLI              | Olinda  |               | <del>-\$</del>   | <del>-\$</del>  | <del>-\$</del>   | <del>-\$</del>         | <del>-\$</del>                         |
| Subtotal for Additional Sites (Amendment No. 10)                                |                  |   |               | \$ -   | \$ -  | \$ 39,361  | \$ 3,936               | \$ 35,425                              |
| ADDITIONAL SITES (AMENDMENT NO. 17)   |                  |   |               |  |   |  |                        |  |
| B.4.2.2   |                  | Site Installation Test Acceptance                             |               |  |   |  |                        |  |
| B.4.2.2   | AGH              | Agoura Hills  |               | \$ -   | \$ -  | \$ 95,136  | \$ 9,514               | \$ 85,622                              |
| B.4.2.2   | BUR1             | Burnt Peak 1  |               | \$ -   | \$ -  | \$ 112,840   | \$ 11,284              | \$ 101,556                             |
| B.4.2.2   | CCT              | Criminal Court (Foltz)  |               | \$ -   | \$ -  | \$ 88,854  | \$ 8,885               | \$ 79,969                              |
| B.4.2.2   | CRN              | Cerro Negro   |               | \$ -   | \$ -  | \$ 89,001  | \$ 8,900               | \$ 80,101                              |
| B.4.2.2   | FRP              | Frost Peak (Upper Blue Ridge)                                 |               | \$ -   | \$ -  | \$ 194,565   | \$ 19,457              | \$ 175,109                             |
| B.4.2.2   | GMT              | Grass Mountain  |               | \$ -   | \$ -  | \$ 101,683   | \$ 10,168              | \$ 91,515                              |
| <del>B.4.2.2</del>  | <del>H-17A</del> | <del>H-17 Helipad</del>                                       |               | <del>-\$</del>   | <del>-\$</del>  | <del>-\$</del>   | <del>-\$</del>         | <del>-\$</del>                         |
| B.4.2.2   | LARICSHQ         | LA-RICS Headquarters  |               | \$ -   | \$ -  | \$ 26,062  | \$ 2,606               | \$ 23,456                              |
| B.4.2.2   | LASDTEM          | Los Angeles County Sheriff's Department Temple Station        |               | \$ -   | \$ -  | \$ 45,805  | \$ 4,581               | \$ 41,225                              |
| B.4.2.2   | LPC              | Loop Canyon   |               | \$ -   | \$ -  | \$ 61,062  | \$ 6,106               | \$ 54,956                              |
| 3223  | LEPS             | Lower Encinal Pump Station                                    |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| B.4.2.2   | MIR              | Mirador   |               | \$ -   | \$ -  | \$ 85,601  | \$ 8,560               | \$ 77,041                              |
| B.4.2.2   | MML              | Magic Mountain Link   |               | \$ -   | \$ -  | \$ 205,692   | \$ 20,569              | \$ 185,123                             |
| B.4.2.2   | MTL2             | Mount Lukens 2  |               | \$ -   | \$ -  | \$ 147,781   | \$ 14,778              | \$ 133,003                             |
| <del>B.4.2.2</del>  | <del>PDC</del>   | <del>Pacific Design Center</del>                              |               | <del>-\$</del>   | <del>-\$</del>  | <del>-\$</del>   | <del>-\$</del>         | <del>-\$</del>                         |
| B.4.2.2   | PLM              | Los Angeles County Sheriff's Department Palmdale Station      |               | \$ -   | \$ -  | \$ 111,498   | \$ 11,150              | \$ 100,348                             |
| B.4.2.2   | PMT              | Pine Mountain   |               | \$ -   | \$ -  | \$ 92,909  | \$ 9,291               | \$ 83,618                              |
| <del>B.4.2.2</del>  | <del>PWT</del>   | <del>Porthead Tank</del>                                      |               | <del>-\$</del>   | <del>-\$</del>  | <del>-\$</del>   | <del>-\$</del>         | <del>-\$</del>                         |
| B.4.2.2   | VPK              | Verdugo Peak County   |               | \$ -   | \$ -  | \$ 117,047   | \$ 11,705              | \$ 105,342                             |
| Subtotal for Additional Sites (Amendment No. 17)                                |                  |   |               | \$ -   | \$ -  | \$ 1,575,536   | \$ 157,554             | \$ 1,417,982                           |
| ADDITIONAL SITE (AMENDMENT NO. 21)  |                  |   |               |  |   |  |                        |  |
| B.4.2.2   |                  | Site Installation Test Acceptance                             |               |  |   |  |                        |  |
| B.4.2.2   | JPk2             | Johnstone Peak - 2  |               | \$ -   | \$ -  | \$ 131,347   | \$ 13,135              | \$ 118,212                             |
| Subtotal for Additional Site (Amendment No. 21)                                 |                  |   |               | \$ -   | \$ -  | \$ 131,347   | \$ 13,135              | \$ 118,212                             |
| ADDITIONAL SITES (AMENDMENT NO. 25)   |                  |   |               |  |   |  |                        |  |
| B.4.2.2   |                  | Site Installation Test Acceptance                             |               |  |   |  |                        |  |
| B.4.2.2   | BHS              | Baldwin Hills County  |               | \$ -   | \$ -  | \$ 104,318   | \$ 10,432              | \$ 93,886                              |
| B.4.2.2   | DPW38            | Los Angeles County Department of Public Works Pump Station 38 |               | \$ -   | \$ -  | \$ 148,928   | \$ 14,893              | \$ 134,035                             |
| B.4.2.2   | RPV1             | Rancho Palos Verdes   |               | \$ -   | \$ -  | \$ 43,428  | \$ 4,343               | \$ 39,085                              |
| Subtotal for Additional Site (Amendment No. 25)                                 |                  |   |               | \$ -   | \$ -  | \$ 296,674   | \$ 29,667              | \$ 267,007                             |
| ADDITIONAL SITE (AMENDMENT NO. 26)  |                  |   |               |  |   |  |                        |  |
| B.4.2.2   |                  | Site Installation Test Acceptance                             |               |  |   |  |                        |  |
| B.4.2.2   | LAN              | Lancaster   |               | \$ -   | \$ -  | \$ 26,062  | \$ 2,606               | \$ 23,456                              |
| Subtotal for Additional Site (Amendment No. 26)                                 |                  |   |               | \$ -   | \$ -  | \$ 26,062  | \$ 2,606               | \$ 23,456                              |
| ADDITIONAL SITES (AMENDMENT NO. 27)   |                  |   |               |  |   |  |                        |  |
| B.4.2.2   |                  | Site Installation Test Acceptance                             |               |  |   |  |                        |  |
| B.4.2.2   | BKK              | BKK Landfill  |               |  |   | \$ 68,467  | \$ 6,847               | \$ 61,620                              |
| B.4.2.2   | UCLA             | UCLA (Factor Building)  |               |  |   | \$ 60,771  | \$ 6,077               | \$ 54,694                              |
| Subtotal for Additional Sites (Amendment No. 27)                                |                  |   |               | \$ -   | \$ -  | \$ 129,238   | \$ 12,924              | \$ 116,314                             |
| ADDITIONAL SITES (AMENDMENT NO. 29)   |                  |   |               |  |   |  |                        |  |
| B.4.2.2   |                  | Site Installation Test Acceptance                             |               |  |   |  |                        |  |
| B.4.2.2   | POM              | Pomona Courthouse   |               |  |   | \$ 104,593   | \$ 10,459              | \$ 94,134                              |

## EXHIBIT C.5 - SCHEDULE OF PAYMENTS

### PHASE 4 - LMR SYSTEM IMPLEMENTATION

| Deliverable/Task<br>/Section No.<br><small>(Exhibit A, Exhibit B, or<br/>Base Document)</small> | Site ID | Deliverable                                      | Phase 4 Total |  |  |   |                        |  |
|---|---------|--|---------------|--|--|---|------------------------|--|
|   |         |  | Qty.          | Unilateral Option<br>Sum for Site<br>Installation Only | Unilateral Option Sum<br>for Acceptance Including<br>Project Management<br><small>(Note 1)</small> | Contract Sum -<br>Payable Amount for<br>Phase 4 <small>(Note 8)</small> | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
| Subtotal for Additional Sites (Amendment No. 29)  |         |  |               | \$ -   | \$ -   | \$ 104,593  | \$ 10,459              | \$ 94,134                              |
| ADDITIONAL SITES (AMENDMENT NO. 30)   |         |  |               |  |  |   |                        |  |
| B.4.2.2   |         | Site Installation Test Acceptance                |               |  |  |   |                        |  |
| B.4.2.2   | UNIV    | Universal Studios                                |               |  |  | \$ 73,533   | \$ 7,353               | \$ 66,180                              |
| Subtotal for Additional Sites (Amendment No. 30)  |         |  |               | \$ -   | \$ -   | \$ 73,533   | \$ 7,353               | \$ 66,180                              |
| ADDITIONAL SITES (AMENDMENT NO. 34)   |         |  |               |  |  |   |                        |  |
| B.4.2.2   |         | Site Installation Test Acceptance                |               |  |  |   |                        |  |
| B.4.2.2   | INDWT   | Industry Water Tank                              |               |  |  | \$ 60,655   | \$ 6,066               | \$ 54,590                              |
| Subtotal for Additional Sites (Amendment No. 34)  |         |  |               | \$ -   | \$ -   | \$ 60,655   | \$ 6,066               | \$ 54,590                              |
| ADDITIONAL SITES (AMENDMENT NO. 35)   |         |  |               |  |  |   |                        |  |
| B.4.2.2   |         | Site Installation Test Acceptance                |               |  |  |   |                        |  |
| B.4.2.2   | WWY     | Winding Way                                      |               |  |  | \$ -  | \$ -                   | \$ -                                   |
| Subtotal for Additional Sites (Amendment No. 35)  |         |  |               | \$ -   | \$ -   | \$ -  | \$ -                   | \$ -                                   |
| ADDITIONAL SITES (AMENDMENT NO. 36)   |         |  |               |  |  |   |                        |  |
| B.4.2.2   |         | Site Installation Test Acceptance                |               |  |  |   |                        |  |
| B.4.2.2   | SPH     | San Pedro Hill                                   |               |  |  | \$ 74,490   | \$ 7,449               | \$ 67,041                              |
| Subtotal for Additional Sites (Amendment No. 36)  |         |  |               | \$ -   | \$ -   | \$ 74,490   | \$ 7,449               | \$ 67,041                              |
| ADDITIONAL SITES (AMENDMENT NO. 50)   |         |  |               |  |  |   |                        |  |
| B.4.2.2   |         | Site Installation Test Acceptance                |               |  |  |   |                        |  |
| B.4.2.2   | ESR     | East Sunset Ridge                                |               |  |  | \$ 165,624  | \$ 16,562              | \$ 149,062                             |
| Subtotal for Additional Sites (Amendment No. 50)  |         |  |               |  |  | \$ 165,624  | \$ 16,562              | \$ 149,062                             |
| B.4.1.1.1.5   |         | Consoles   | 9             | \$ -   | \$ -   | \$ 58,462   | \$ 5,846               | \$ 52,616                              |
| B.4.1.1.1.5   |         | Logging Recorder                                 | 1             | \$ -   | \$ -   | \$ 6,496  | \$ -                   | \$ 6,496                               |
| B.4.1.1.1.7   |         | System Management and Monitoring Subsystem       | 1             | \$ -   | \$ -   | Included in Phase 3   |                        |  |
| B.1.15  |         | Inventory and Maintenance Tracking Subsystem     |               | \$ -   | \$ -   | Included in Phase 3   |                        |  |
| B.4.3   |         | Training   |               | \$ -   | \$ -   | Included  |                        |  |
| B.4.1.2   |         | Spares and Test Equipment                        | 1             | \$ -   | \$ -   | Included  |                        |  |
| B.4.2   |         | Acceptance Testing                               | 1             | \$ -   | \$ -   |   |                        |  |
| B.4.2.3   |         | Functional Test Acceptance                       | 1             | \$ -   | \$ -   | \$ 423,142  | \$ 42,314              | \$ 380,828                             |
| B.4.2.4   |         | Special Operational Test Acceptance              | 1             | \$ -   | \$ -   | \$ 458,404  | \$ 45,840              | \$ 412,563                             |
| B.4.2.5   |         | Voice System Testing Acceptance                  | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.2.6   |         | Stress Test Acceptance                           | 1             | \$ -   | \$ -   | \$ 10,000   | \$ 1,000               | \$ 9,000                               |
| B.4.2.8   |         | Voice Wide Area Coverage Test Acceptance         |               | \$ -   | \$ -   |   |                        |  |
| B.4.2.8.Zone 1  |         | Basin Zone Coverage Test Acceptance              | 1             | \$ -   | \$ -   | \$ 578,294  | \$ 57,829              | \$ 520,465                             |
| B.4.2.8.Zone 2  |         | Northern Desert Coverage Test Acceptance         | 1             | \$ -   | \$ -   | \$ 518,349  | \$ 51,835              | \$ 466,514                             |
| B.4.2.8.Zone 3  |         | Angeles National Forest Coverage Test Acceptance | 1             | \$ -   | \$ -   | \$ 444,299  | \$ 44,430              | \$ 399,869                             |
| B.4.2.8.Zone 4  |         | Santa Monica Mountains Coverage Test Acceptance  | 1             | \$ -   | \$ -   | \$ 296,199  | \$ 29,620              | \$ 266,579                             |
| B.4.2.8.Zone 5  |         | CA-14 Corridor Coverage Test Acceptance          | 1             | \$ -   | \$ -   | \$ 296,199  | \$ 29,620              | \$ 266,579                             |
| B.4.2.8.Zone 6  |         | Foothills Coverage Test Acceptance               | 1             | \$ -   | \$ -   | \$ 296,199  | \$ 29,620              | \$ 266,579                             |
| B.4.2.8.Zone 7  |         | Catalina Island Coverage Test Acceptance         | 1             | \$ -   | \$ -   | \$ 222,150  | \$ 22,215              | \$ 199,935                             |
| B.4.2.9   |         | Voice Aerial Coverage Test Acceptance            | 1             | \$ -   | \$ -   | \$ 105,786  | \$ 10,579              | \$ 95,207                              |
| B.4.2.10  |         | Voice Waterway Coverage Test Acceptance          | 1             | \$ -   | \$ -   | \$ 62,250   | \$ 6,225               | \$ 56,025                              |
| B.4.2.13  |         | Voice Railway Coverage Test Acceptance           | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.14  |         | Voice Freeway Coverage Test Acceptance           | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.2.15  |         | Voice Subscriber Access Test Acceptance          | 1             | \$ -   | \$ -   | \$ 105,786  | \$ 10,579              | \$ 95,207                              |
| B.4.2.17  |         | Voice System Burn-in Test Acceptance             | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.2.18.1  |         | NMDN Throughput Test Acceptance                  | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.2.18.2  |         | NMDN Wide Area Coverage Test Acceptance          |               | \$ -   | \$ -   |   |                        |  |
| B.4.2.18.2.Zone 1   |         | Basin Zone Coverage Test Acceptance              | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.2.18.2.Zone 2   |         | Northern Desert Coverage Test Acceptance         | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.18.2.Zone 3   |         | Angeles National Forest Coverage Test Acceptance | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.18.2.Zone 4   |         | Santa Monica Mountains Coverage Test Acceptance  | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.18.2.Zone 5   |         | CA-14 Corridor Coverage Test Acceptance          | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.18.2.Zone 6   |         | Foothills Coverage Test Acceptance               | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.18.2.Zone 7   |         | Catalina Island Coverage Test Acceptance         | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.2.18.5  |         | NMDN Data Aerial Coverage Test Acceptance        | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.2.18.6  |         | NMDN Fire Stn & Parking Coverage Test Acceptance | 1             | \$ -   | \$ -   | \$ -  | \$ -                   | \$ -                                   |
| B.4.2.18.7  |         | NMDN Freeway Coverage Test Acceptance            | 1             | \$ -   | \$ -   | \$ 196,344  | \$ 19,634              | \$ 176,709                             |
| B.4.2.18.8  |         | NMDN Waterway Coverage Test Acceptance           | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.18.9  |         | NMDN Projected Load Test Acceptance              | 1             | \$ -   | \$ -   | \$ 0  | \$ 0                   | \$ 0                                   |
| B.4.2.18.10   |         | NMDN CAD Baseline System Test Acceptance         | 1             | \$ -   | \$ -   | \$ 52,893   | \$ 5,289               | \$ 47,603                              |
| B.4.2.18.11   |         | NMDN Burn-in Test Acceptance                     | 1             | \$ -   | \$ -   | \$ (0)  | \$ (0)                 | \$ (0)                                 |
| B.4.4.1   |         | Final Migration/Cutover Plan Delivered           |               | \$ -   | \$ -   | Included  | \$ -                   | \$ -                                   |
| B.4.5   |         | Final System Support Plan Delivered              |               | \$ -   | \$ -   | Included  | \$ -                   | \$ -                                   |
| B.4.6   |         | Final Disaster Recovery Plan Delivered           |               | \$ -   | \$ -   | Included  | \$ -                   | \$ -                                   |

## EXHIBIT C.5 - SCHEDULE OF PAYMENTS

### PHASE 4 - LMR SYSTEM IMPLEMENTATION

| Deliverable/Task<br>/Section No.<br>(Exhibit A, Exhibit B, or<br>Base Document) | Site ID | Deliverable                                    | Phase 4 Total |  |   |  |                        |  |
|---|---------|--|---------------|--|---|--|------------------------|--|
|   |         |  | Qty.          | Unilateral Option<br>Sum for Site<br>Installation Only | Unilateral Option Sum<br>for Acceptance Including<br>Project Management<br>(Note 1) | Contract Sum -<br>Payable Amount for<br>Phase 4 (Note 8) | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
| B.4.7   |         | Final Special Event Plans Delivered            |               | \$ -   | \$ -  | Included   | \$ -                   | \$ -                                   |
| B.4.8/Base.11.2.1   |         | Final LMR System Acceptance                    |               | \$ -   | \$ -  | As provided for in<br>Base.11.2.1                        | \$ -                   | \$ -                                   |
| B.4.9   |         | Final Warranty Plan Delivered                  |               | \$ -   | \$ -  | Included   | \$ -                   | \$ -                                   |
|   |         | Credit for Services Performed in Phase 1       | 1             | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
|   |         | Project Management                             | 1             | \$ -   | \$ -  | Included as Reflected                                    | \$ -                   | \$ -                                   |
| Base.22.3.2   |         | Performance Bond                               | 1             | \$ -   | \$ -  | \$ 99,722  | \$ -                   | \$ 99,722                              |
|   |         | Total Lease Costs                              |               | \$ -   | \$ -  | \$ -   | \$ -                   | \$ -                                   |
| Base.22.2.1   |         | Liability Insurance (Professional and General) | 1             | \$ -   | \$ -  | \$ 527,500   |                        | \$ 527,500                             |
| B.4.10  |         | Phase 4 Completion Acceptance                  |               | \$ -   | \$ -  | \$ 10,241,504  | \$ 1,024,150           | \$ 9,217,354                           |
| <b>Total for Phase 4 - LMR System Implementation:</b>                           |         |  |               | \$ -   | \$ -  | \$ 21,170,136  | \$ 2,053,642           | \$ 19,116,494                          |

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

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

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

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

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

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

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

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

Note 8: Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.

Note 9: 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.



## 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                                | \$ (121,819)                  | \$ (12,182)         | \$ (109,637)                            |
| 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>\$ (47,393)</b>            | <b>\$ (4,739)</b>   | <b>\$ (42,654)</b>                      |
| <b>Amendment No. 39</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                                   | \$ 43,271                     | \$ 4,327            | \$ 38,944                               |
| 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>\$ 73,606</b>              | <b>\$ 7,361</b>     | <b>\$ 66,245</b>                        |
| <b>Amendment No. 41</b>                               |             |  |                               |                     |   |
| MSI-5071  | RIH         | Location Change  | \$ 37,705                     | \$ 3,771            | \$ 33,935                               |
| MSI-5070  | UNIV        | New Phase 1 Work   | \$ 51,024                     | \$ 5,102            | \$ 45,922                               |
| MSI-5069  | RPV1        | New Phase 1 Work   | \$ 54,696                     | \$ 5,470            | \$ 49,226                               |
| MSI-5042  | INDWT       | Request for Road Repairs   | \$ 14,425                     | \$ 1,443            | \$ 12,983                               |
| MSI-5067  | RHT         | ACM/LCP Testing and Monitoring                                   | \$ 1,697                      | \$ 170              | \$ 1,527                                |
| 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                                     | \$ 48,041                     | \$ 4,804            | \$ 43,237                               |
| MSI-5087  | MTL2        | Road Repair Design   | \$ 11,000                     | \$ 1,100            | \$ 9,900                                |
| <b>Amendment No. 41 Subtotal</b>                      |             |  | <b>\$ 255,975</b>             | <b>\$ 25,598</b>    | <b>\$ 230,378</b>                       |
| <b>Amendment No. 43 and Amendment No. 44</b>          |             |  |                               |                     |   |
| MSI-6017  | RIH         | Addition of Microwave Link                                       | \$ 51,604                     | \$ 5,160            | \$ 46,444                               |
| MSI-6016  | SPH         | Addition of Microwave Link                                       | \$ 61,638                     | \$ 6,164            | \$ 55,474                               |
| MSI-6015  | UNIV        | Addition of Microwave Link                                       | \$ 74,711                     | \$ 7,471            | \$ 67,240                               |
| <b>Amendment No. 43 and Amendment No. 44 Subtotal</b> |             |  | <b>\$ 187,953</b>             | <b>\$ 18,795</b>    | <b>\$ 169,158</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  | \$ 41,676                     | \$ 4,168            | \$ 37,508                               |
| 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>\$ 751,893</b>             | <b>\$ 75,189</b>    | <b>\$ 676,704</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</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 | \$ 260,007                    | \$ 26,001           | \$ 234,006                              |
| MSI-6069                         | LARICS      | Audio Loopback  | \$ -                          | \$ -                | \$ -                                    |
| <b>Amendment No. 49 Subtotal</b> |             |   | <b>\$ 370,007</b>             | <b>\$ 37,001</b>    | <b>\$ 333,006</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</b>          |             |   |                               |                     |   |
| MSI-6094/<br>MSI-7014            | FCCF/PLM    | Leased Fiber Link between FCCF and PLM                                      | \$ 11,617                     | \$ 1,162            | \$ 10,455                               |
| MSI-6096                         | CCB         | Microwave Installation Modification   | \$ -                          | \$ -                | \$ -                                    |
| <b>Amendment No. 51 Subtotal</b> |             |   | <b>\$ 11,617</b>              | <b>\$ 1,162</b>     | <b>\$ 10,455</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</b>          |             |   |                               |                     |   |
| MSI-7013                         | TOP         | Outdoor Power System and Equipment  | \$ 196,126                    | \$ 19,613           | \$ 176,513                              |
| <b>Amendment No. 55 Subtotal</b> |             |   | <b>\$ 196,126</b>             | <b>\$ 19,613</b>    | <b>\$ 176,513</b>                       |

**EXHIBIT C.17***Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 56*

| Change Order Number                                 | Site ID | Item/Category | Contract Sum - Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|---|---------|---------------|-------------------------------|---------------------|---|
| Amendment No. 56                                    |         |               |                               |                     |   |
| MSI-7008  | TOP     | Biota Reports | \$ 13,972                     | \$ 1,397            | \$ 12,575                               |
| Amendment No. 56 Subtotal                           |         |               | \$ 13,972                     | \$ 1,397            | \$ 12,575                               |
| <b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b> |         |               | <b>\$ 3,399,142</b>           | <b>\$ 339,914</b>   | <b>\$ 3,059,228</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



## 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

March 4, 2021

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

Dear Directors:

### **APPROVE THE IMPLEMENTATION OF AN LA-RICS SURPLUS PROPERTY DISPOSAL POLICY**

#### **SUBJECT**

Board approval is requested to adopt the LA-RICS Surplus Property Disposal Policy to set forth a disposal process for equipment no longer usable / reaching end of its useful life, is damaged, has become obsolete, is unusable surplus, has been abandoned, etc., and delegate authority to the Executive Director to implement such policy.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve the enclosed LA-RICS Surplus Property Disposal Policy (Policy No. 032-2021) to establish a process for the disposal of supplies, equipment, and assets the Authority deems no longer useful (e.g. supplies, equipment, and assets have surpassed their useful life, are scrap, damaged, have become obsolete, unusable surplus, have been abandoned, etc.) and have not been purchased with grant funds, or if purchased with grant funds, adhere to proper grant disposition rules.
2. Delegate authority to the Executive Director to implement the policy and make administrative revisions to the policy to effectuate its intent, as may be needed, provided any such revisions are approved as to form by Counsel to the Authority.

**AGENDA ITEM L**

## **BACKGROUND**

On August 5, 2010, your Board approved the LA-RICS Fiscal Manual, which by reference, adopted the County of Los Angeles Fiscal Manual as its guide to fiscal and procurement matters. The County Fiscal Manual sets forth a process for the sale, transfer and retirement of assets that are no longer useful for the County. However, the section applicable to the disposal of assets is not entirely compatible with the Authority, given the Authority is a separate legal entity and does not have the same departmental and organizational structure as the County. The Authority is presenting this policy to your Board to ensure the Authority has an established written policy and process in place for the appropriate disposal of supplies, equipment, and assets should the need arise. The policy largely follows the County's policy, but applies the Authority's structure.

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

Approval of the recommended actions will ensure the Authority has a process in place for the disposal of supplies, equipment, and assets the Authority deems no longer useful (e.g. supplies, equipment, and assets have surpassed their useful life, damaged, are scrap, have become obsolete, deemed unusable surplus, have been abandoned, etc.).

Policy No. 032-2021 (LA-RICS Surplus Property Disposal Policy) sets forth the process for the appropriate disposal of supplies, equipment, and assets and the corresponding sale, transfer, and retirement of the same. Once adopted, the Authority will follow this process while ensuring all federal, state, grant and local rules are implemented.

## **FISCAL IMPACT/FINANCING**

At present, there is no fiscal impact given the County has allowed the Authority to utilize its web-based auction platform for government agencies at no cost. If there is a cost tied to use of sale or disposition of asset(s), we will return to your Board for such authority. In the event any supplies, equipment, or assets are sold and revenue is generated, the Authority will record the revenue into the General Fund and will subsequently notify the Board of any such sale and resultant revenue at least annually via the LA-RICS Operating 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:pdd

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Enclosure

cc: Counsel to the Authority



# LA-RICS POLICIES

| POLICY TITLE                             |                | POLICY NO.        |
|--|----------------|-------------------|
| LA-RICS Surplus Property Disposal Policy |                | 032-2021          |
| APPROVED BY                              | EFFECTIVE DATE | DATE LAST REVISED |
| LA-RICS JPA Board of Directors           | TBD            | ---               |

## 1.0 PURPOSE

To establish a process for the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority to dispose of surplus property owned by or in the legal possession of the Authority.

## 2.0 DEFINITION

Pursuant to this Policy No. 032-2021 and the County of Los Angeles (County) Fiscal Manual, which the Authority adopted in connection with its adoption of the LA-RICS Fiscal Manual (LA-RICS Policy No. 007-2010-A) on August 5, 2010, **surplus property** shall mean "any supplies, equipment, or assets the LA-RICS Authority no longer needs. The property could be scrap, unusable surplus, broken, damaged, surpassed its useful life, obsolete, or abandoned, that can either be sold, transferred (if other Member Agencies would like the items), or retired."

## 3.0 POLICY

Pursuant to the LA-RICS Joint Powers Agreement (Agreement) and LA-RICS Policy 007-2010-A (LA-RICS Fiscal Manual), and by extension the County Fiscal Manual, the LA-RICS Authority shall dispose of its surplus property in accordance with this policy; all of which may be updated from time to time, and sets forth the guidelines and procedures for disposal of surplus property.

## 4.0 GUIDELINES/PROCEDURES

- 4.1 The LA-RICS Authority will designate an employee(s) to process and sign disposal documents authorizing the disposal of LA-RICS Authority surplus property. This designated employee(s) approving and processing the surplus property should not have any purchasing or capital asset responsibility. It would, however, be appropriate for someone other the supervisor or manager to whom an asset is assigned to authorize its disposal (to make sure it exists and is not a substitute for a loss report for missing or stolen property).

| POLICY TITLE                                     | POLICY NO.      |
|--|-----------------|
| <b>LA-RICS Surplus Property Disposal Process</b> | <b>032-2021</b> |

- 4.2 The LA-RICS Authority will designate a LA-RICS Authority Surplus Property Coordinator(s) to coordinate the disposal of LA-RICS property, including but not limited to, posting items available for redistribution on web-based auction platforms, arranging for on-site and off-site auctions, or arranging for the transfer to Member Agencies.
- 4.3 The LA-RICS Authority will designate the Surplus Property Coordinator, Contracts Section or other appropriate staff to solicit bids for and issue sales awards for the sale bid of surplus property, as may be needed.
- 4.4 Surplus property should be reviewed periodically to ensure that large amounts are not accumulated.
- 4.5 The Authorities asset inventories should be corrected as soon as possible to properly reflect the disposition of surplus property.

## **5.0 DELEGATED AUTHORITY**

- 5.1 The Executive Director has the delegated authority under this Policy No. 032-2021 to make administrative revisions to the policy, as may be needed, provided any such revisions are approved as to form by Counsel to the Authority.
- 5.2 In the event any supplies, equipment, or assets are sold and revenue is generated, the Authority will record the revenue into the General Fund and will subsequently notify the Joint Powers Authority (JPA) Board of Directors (Board) of any such sale and resultant revenue at least annually via the LA-RICS Operating Budget process.

### **References:**

- Policy P-3900 (County of Los Angeles Surplus Property Disposal Program) - version dated December 10, 2001
- County of Los Angeles Fiscal Manual – version dated February 2015
- County of Los Angeles Purchasing Policy & Procedure Manual - version dated March 2019
- August 5, 2010 – LA-RICS JPA Board of Directors Action (Agenda Item 10)
  - Adoption of LA-RICS Fiscal Manual.