



AGENDA

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

BOARD OF DIRECTORS SPECIAL MEETING

Monday, December 20, 2021 • 9:00 a.m.

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

Call-in Number for Board Members and Public:

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

Telephone Number: (323) 886-6924

Conference ID: 554 059 515#

AGENDA POSTED: December 17, 2021

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

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

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO County of Los Angeles Chief Executive Office	1.	John Geiger County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Vice-Chair) , Interim Fire Chief County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief County of Los Angeles Fire Department
3.	Alex Villanueva (Chair) , Sheriff County of Los Angeles Sheriff's Department	3.	Brian Yanagi , Acting Chief County of Los Angeles Sheriff's Department
4.	Cathy Chidester , Director, EMS Agency County of Los Angeles Department of Health Services	4.	Kay Fruhwirth , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	Vacant Seat Los Angeles Area Fire Chiefs Association	5.	Vacant Seat Los Angeles Area Fire Chiefs Association
6.	Brian Solinsky , Interim Police Chief City of South Pasadena Police Department	6.	Vacant Seat Los Angeles County Police Chief's Association
7.	Mark R. Alexander , City Manager California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	David Povero , Chief of Police City of Covina Police Department	8.	Ric Walczak , Captain City of Covina Police Department
9.	Mark Fronterotta , Chief of Police City of Inglewood Police Department	9.	Ed Ridens , Deputy Chief City of Inglewood Police Department
10.	Brian Leyn , Captain City of Signal Hill Police Department	10.	Vacant Seat City of Signal Hill Police Department

OFFICERS	
Scott Edson , LA-RICS Executive Director	
Arlene Barrera , County of Los Angeles Auditor-Controller	
Keith Knox , County of Los Angeles Treasurer and Tax Collector	
Susy Orellana-Curtiss , LA-RICS Administrative Chief	
Beatriz Cojulun , LA-RICS Board Secretary	



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

- I. CALL TO ORDER**
- II. ANNOUNCE QUORUM – ROLL CALL**
- III. APPROVAL OF MINUTES – NONE**
- IV. PUBLIC COMMENTS**
- V. CONSENT CALENDAR – (A)**
 - A. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS**

It is recommended that your Board:

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

Agenda Item A

- VI. REPORTS – NONE**
- VII. DISCUSSION ITEM (B)**

- B. Update on Coastal Commission Sites in the Land Mobile Radio System – Tanya Roth**

Agenda Item B

- VIII. ADMINISTRATIVE MATTERS (C - D)**
 - C. APPROVE AMENDMENT NO. 85 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:



1. Make the following findings:
 - a. Find that the approval and execution of Amendment No. 85 regarding Phase 4 activities at the MCI site to allow the design, construction, implementation, operation and maintenance activities are within the scope of the activities previously authorized at this site on August 5, 2021, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, any leased circuit work that may occur outside of MCI site, if needed to provide network connectivity to the LMR System, is also within the scope of the activities previously authorized for the MCI site on August 5, 2021, which your Board found exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Approve Amendment No. 85 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to reflect the following:
 - a. Removal of certain Phase 1 (System Design) work in the amount of \$529,133.
 - b. Removal of certain Phase 2 (Site Construction and Site Modification) work in the amount of \$676,099.
 - c. Removal of certain Phase 4 (LMR System Implementation) work in the amount of \$713,997.
 - d. Relocate certain subsystems and corresponding design and installation work from the TOP Relay site to the MCI site as contemplated in Phase 4 (LMR System Implementation) for a cost increase in the amount of \$146,334.
 - e. Removal of certain Additive Alternate work in the amount of \$73,350,438.
 - f. Removal of certain Change Order work in the amount of \$10,497.
3. Authorize a net decrease to the Maximum Contract Sum in the amount of \$75,133,830 from \$289,801,632 to \$214,667,802 when taking the reduced scope contemplated in Amendment No. 85 into consideration.



4. Delegate authority to the Executive Director to execute Amendment No. 85, in substantially similar form to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 85, as may be necessary.

Agenda Item C

D. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE, FINALIZE AND EXECUTE A RIGHT OF ENTRY PERMIT WITH CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR LAND MOBILE RADIO SITE

It is recommended that your Board:

1. Certify that the Addendum (Enclosure 2) to the certified Final Environmental Impact Report (Final EIR) (State Clearinghouse No. 2014081025, found here: https://www.la-rics.org/wp-content/uploads/LMR-Final-EIR_03192016.pdf) has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the Authority; find that the Board of Directors for the Authority has reviewed and considered the information contained in the Addendum with the Final EIR prior to approving the project and has determined that no subsequent EIR is needed; and approve the proposed modification to existing site GRM analyzed in the Addendum.
2. Authorize the Executive Director to complete negotiations, and finalize and execute the ROE identified herein, substantially similar in form to the agreement attached hereto as Enclosure 1.

Agenda Item D

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, January 6, 2022, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



BOARD MEETING INFORMATION

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

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

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

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

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



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

December 20, 2021

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

Dear Directors:

FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS

SUBJECT

The California Legislature passed AB 361 to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The first Board meeting under AB 361 occurred on October 7, 2021, and the Board made its first findings under AB 361 on November 4, 2021, and its second finding on December 2, 2021. Given the timing of the January meeting, it is time for the Board to make another finding to continue to use a telephonic meeting.

RECOMMENDED ACTIONS

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

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

AGENDA ITEM A

BACKGROUND

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The Board held its first meeting under AB 361 on October 7, 2021, made its first findings on November 4, 2021, and made its second finding on December 2, 2021. As we approach the third 30-day deadline and given the timing of the January 2022 Board meeting, the Board needs to make the necessary findings. The Governor's declaration of a statewide emergency is still in effect, and the County of Los Angeles' Public Health Officer still currently recommends physical distancing. Under AB 361, it is appropriate for the Board to continue with a teleconference meeting for the December special meeting.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

The Executive Director recommends the Board make the recommended findings.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority

AGENDA ITEM A



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Monterey Park, California 91754
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<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

December 20, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director 

UPDATE ON COASTAL COMMISSION SITES IN THE LAND MOBILE RADIO SYSTEM

The purpose of this discussion item is to provide an update on key milestones for the Land Mobile Radio (LMR) System sites within the Coastal Zone.

Topanga RELAY (TOP-RELAY):

Amendment 85, following as Agenda Item C, recommends the relocation of TOP-RELAY scope from the TOP-RELAY location to MCI. Provided this is approved, the TOP-RELAY Coastal Development Permit (CDP) application, that is troubled with design complications and is currently under review by the Department of Regional Planning (DRP) will be withdrawn. This will allow the project team to place full focus on design and permitting of MCI which will include all non-redundant scope from TOP-RELAY and full sub-system scope from SPN.

MCI

Staff are in review of the draft CDP Exemption package which was submitted by Brandow and Johnston on December 10, 2021. The project team has proactively included the non-redundant scope from TOP-RELAY into the MCI design and remains on track for submittal to DRP by year end.

TR:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

December 20, 2021

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

Dear Directors:

APPROVE AMENDMENT NO. 85 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 85 to Agreement No. LA-RICS 007 (Agreement) to reduce certain scope and corresponding costs and relocate certain subsystems from the TOP Relay site to the MCI site which results in a net decrease to the Maximum Contract Sum in the amount of \$75,133,830.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval and execution of Amendment No. 85 regarding Phase 4 activities at the MCI site to allow the design, construction, implementation, operation and maintenance activities are within the scope of the activities previously authorized at this site on August 5, 2021, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, any leased circuit work that may occur outside of MCI site, if needed to provide network connectivity to the LMR System, is also within the scope of the activities previously authorized for the MCI site on August 5, 2021, which your Board found exempt from review under CEQA pursuant to CEQA Guidelines

AGENDA ITEM C

Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the project.

2. Approve Amendment No. 85 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to reflect the following:
 - a. Removal of certain Phase 1 (System Design) work in the amount of \$529,133.
 - b. Removal of certain Phase 2 (Site Construction and Site Modification) work in the amount of \$676,099.
 - c. Removal of certain Phase 4 (LMR System Implementation) work in the amount of \$713,997.
 - d. Relocate certain subsystems and corresponding design and installation work from the TOP Relay site to the MCI site as contemplated in Phase 4 (LMR System Implementation) for a cost increase in the amount of \$146,334.
 - e. Removal of certain Additive Alternate work in the amount of \$73,350,438.
 - f. Removal of certain Change Order work in the amount of \$10,497.
3. Authorize a net decrease to the Maximum Contract Sum in the amount of \$75,133,830 from \$289,801,632 to \$214,667,802 when taking the reduced scope contemplated in Amendment No. 85 into consideration.
4. Delegate authority to the Executive Director to execute Amendment No. 85, in substantially similar form to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 85, as may be necessary.

BACKGROUND

As your Board is aware, the Authority and MSI team have continued to wrap up the final design and construction of the LMR System. During this iterative process, at times it becomes necessary to consider change orders to address unforeseen impacts and design changes. Likewise, this iterative process has also paved the way for both parties to identify certain work that is no longer necessary, the timing and/or cost of such work is no longer feasible, or such scope is no longer an option. As these changes to the Agreement scope are identified, it is necessary to reconcile the Agreement to align with work to be performed.

Before your Board for consideration is Amendment No. 85, which if approved by your Board, will allow the Authority to reduce the scope and corresponding costs totaling \$75,280,164. Additionally, contemplated in Amendment No. 85 for your Board's consideration is the relocation of certain subsystems for from the TOP Relay site to the MCI site in the amount of \$146,334.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Amendment No. 85 contemplates the removal of certain scope from the Agreement and corresponding costs as well as the relocation of certain subsystems for from the TOP Relay site to the MCI site which results in a net decrease to the Maximum Contract Sum in the amount of \$75,133,830.

The amendment reflects removal of certain design work contemplated in Phase 1 (System Design) for sites that have been dropped from the LMR System. Additionally, residing within Phase 1 (System Design) is certain subscriber equipment and corresponding maintenance that will not be exercised and is not needed.

With respect to Phase 2 (Site Construction and Site Modification), it is necessary to remove the scope and costs associated with the SPN site as this site has since been replaced with the MCI site. In addition, certain scope is being removed in connection with a split HVAC system at the BJM site as well as the removal of a shelter at the TOP Relay site.

From a Phase 4 (LMR System Implementation) perspective, certain testing is being removed from the scope of the Agreement as follows: Special Operational Test Acceptance, Stress Test Acceptance, Voice Aerial Coverage Test Acceptance, and Voice Waterway Coverage Test Acceptance which totals \$636,439. Since contract execution, the Acceptance Test Plan had been static with the understanding that a reassessment and reconciliation would be required. On January 15, 2020, your Board approved Amendment No. 42, which was the first of the testing reconciliations. Authority staff, Jacobs, and MSI collectively determined it appropriate to remove the aforementioned tests contemplated in Amendment No. 85 as the LMR core and early deployment sites have provided a platform to conduct sufficient testing to validate the System's functionality. It should be noted the removal of the specified tests will in no way impact the Systems capabilities nor the Authority's ability to clearly demonstrate functionality.

With respect to the relocation of certain subsystems from the TOP Relay site to the MCI site, the Authority is leveraging the existing 70-foot lattice tower at the MCI site to house all the subsystems previously designated to the TOP Relay site, with the exception of the microwave subsystem, which will remain at the TOP Relay site. The movement of this equipment allows the Authority to leverage the new infrastructure to consolidate equipment while retaining performance.

Amendment No. 85 also reflects the removal of certain Additive Alternate work as follows: Bounded Area Coverage Additive Alternate, Mandatory Building Coverage Additive Alternate, Metrorail Coverage Additive Alternate, and LMR System Maintenance for Additive Alternates. At the time of contract execution, the Authority desired to expand the LMR System to include additional areas, include in-building coverage, and provide coverage to the Metrorail lines. The Authority included these options in the Agreement with the intent to execute if time/funding allowed. Funding is not available to execute these contract options and other solutions have since been implemented to achieve desired results. Therefore, these Additive Alternates are being removed via this amendment.

Lastly, it is necessary to remove certain Change Order work, in particular certain asbestos testing and monitoring work at the RHT site and certain road repair design work at the MTL 2 site as these activities were reevaluated and determined to no longer be required.

The scope contemplated for removal in Amendment No. 85 was presented to and reviewed by the Change Control Board 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, and Jacobs, form part of the Change Control Board.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 85 will result in a net decrease to the Maximum Contract Sum by \$75,133,830 from \$289,801,632 to \$214,667,802. The additional work contemplated in Amendment No. 85 in the amount of \$146,334 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) 19/UASI 21 grants, dependent on the timing of completion of work.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on August 5, 2021, that design, construction, implementation, operation and maintenance of the LMR System infrastructure at the MCI site is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15304. This determination is based on a detailed analysis of the site, which demonstrates that the communications equipment and tenant improvement proposed at the site (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3)

consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The Authority also determined on August 5, 2021 that leased circuit work that may occur outside of the site is categorically exempt under CEQA pursuant to CEQA Guidelines Section 15301, 15303 and 15304. Approval and execution of Amendment No. 85 for the MCI site are within scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval and execution of Amendment No. 85.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for the MCI site in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 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

Enclosure

cc: Counsel to the Authority

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

RECITALS

This Amendment Number Eighty-Five (together with all exhibits, attachments, and schedules hereto, "Amendment No. 85") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of December _____, 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 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.
- f. 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.

- g. 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 Amendment No. 55 into consideration; and (c) make other certain changes as set forth in Amendment No. 55.

The Agreement has been previously amended in Amendment Number Fifty-Six, effective March 5, 2021, 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 Amendment No. 56 into consideration; and (d) make other certain changes as set forth in Amendment No. 56.

The Agreement has been previously amended in Amendment Number Fifty-Seven, effective March 11, 2021, to (a) incorporate (a) incorporate a LMR Change Order Modification related to the Removal of a Subgrade Concrete Structure at Castro Peak (CPK) for a cost increase in an amount of \$8,566; (c) increase the Maximum Contract Sum by an amount of \$8,566 from \$287,637,999 to \$287,646,565 when taking the action contemplated in Amendment No. 57 into consideration; and (d) make other certain changes as set forth in Amendment No. 57.

The Agreement has been previously amended in Amendment Number Fifty-Eight, effective April 2, 2021, to (a) reflect a reconciliation of a modification to the scope of

Phase 2 (Site Construction and Site Modification) for one (1) LMR System Site Universal Studios (UNIV) for a cost decrease in the amount of \$57,167; (b) incorporate a LMR Change Order Modification for the UNIV site for a cost increase in an amount of \$61,668; (c) increase the Maximum Contract Sum by \$4,502 from \$287,646,565 to \$287,651,067 when taking the actions contemplated in Amendment No. 58 into consideration; and (c) make other certain changes as set forth in Amendment No. 58.

The Agreement has been previously amended in Amendment Number Fifty-Nine, effective May 14, 2021, to (a) reflect a reconciliation to remove a LMR Change Order Modification for the MTL2 site related to road access for a cost decrease in an amount of \$260,007; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 59 for a net cost increase in the amount of \$16,130; (c) decrease the Maximum Contract Sum by \$243,877 from \$287,651,067 to \$287,407,190 when taking the actions contemplated in Amendment No. 59 into consideration; and (d) make other certain changes as set forth in Amendment No. 59.

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

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

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

The Agreement has been previously amended in Amendment Number Sixty-Three, issued July 20, 2021, to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 63 for a cost increase in the amount of \$10,788; (b) increase the Maximum Contract Sum by \$10,788 from \$287,719,123 to

\$287,729,911, when taking the actions contemplated in Amendment No. 63 into consideration; and (d) make other certain changes as set forth in Amendment No. 63.

The Agreement has been previously amended in Amendment Number Sixty-Four, issued July 30, 2021, to (a) incorporate a change order for the Tower Peak (TWR) site related to a Survey for SCE Conveyance as further described in Amendment No. 64 for a cost increase in the amount of \$8,106; (b) increase the Maximum Contract Sum by \$8,106 from \$287,729,911 to \$287,738,017, when taking the actions contemplated in Amendment No. 64 into consideration; and (c) make other certain changes as set forth in Amendment No. 64.

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

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

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

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

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Nine – Unilateral Amendment Number Eight, issued, August 19, 2021, to (a)

incorporate a certain LMR change order for the Dakin Peak (DPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 8 for a cost increase in the amount of \$66,682; (b) increase the Maximum Contract Sum by \$66,682 from \$288,926,579 to \$288,993,261, for the Work contemplated in Unilateral Amendment No. 8; and (c) make other certain changes as set forth in Unilateral Amendment No. 8.

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

The Agreement has been previously amended unilaterally in Amendment Number Seventy-One – Unilateral Amendment Number Ten, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Los Angeles County Fire Station 072 (LACF072) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 10 for a cost increase in the amount of \$3,367; (b) increase the Maximum Contract Sum by \$3,367 from \$289,024,581 to \$289,027,948, for the Work contemplated in Unilateral Amendment No. 10; and (c) make other certain changes as set forth in Unilateral Amendment No. 10.

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

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

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Four – Unilateral Amendment Number Thirteen, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Tower Peak (TWR) site related to rock coring for caissons which includes additional tower foundation drilling as further described

in Unilateral Amendment No. 13 for a cost increase in the amount of \$54,558; (b) increase the Maximum Contract Sum by \$54,558 \$289,043,753 to \$289,098,311, for the Work contemplated in Unilateral Amendment No. 13; and (c) make other certain changes as set forth in Unilateral Amendment No. 13.

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

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

This Agreement has been previously amended in Amendment Number Seventy-Seven, issued September 17, 2021, to (a) incorporate certain LMR change orders related to a power meter payment at the Universal Studios (UNIV) site as well as provisioning and installing bollards at the Frost Peak (FRP) site as further described in Amendment No. 77 for a cost increase in the amount of \$16,130; (b) increase the Maximum Contract Sum by \$16,130 from \$289,409,628 to \$289,425,758, when taking the actions contemplated in Amendment No. 77 into consideration; and (c) make other certain changes as set forth in Amendment No. 77.

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

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

The Agreement has been previously amended unilaterally in Amendment Number Eighty – Unilateral Amendment No. 18, issued October 4, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to rock coring for caissons which additional tower foundation drilling as further described in Unilateral Amendment No. 18 for a cost increase in the amount of \$18,960; (b) make changes necessary to reflect a reconciliation related to utility power work at Burnt Peak 1 (BUR1) site for a cost decrease in the amount of \$7,300; (c) increase the Maximum Contract Sum by \$11,660 from \$289,474,103 to \$289,485,763 when taking the actions contemplated in Unilateral Amendment No. 18 into consideration; and (c) make other certain changes as set forth in Unilateral Amendment No. 18.

The Agreement has been previously amended in Amendment Number Eighty-One, issued October 8, 2021 to (a) reflect the removal of one (1) LMR System Site, Saddle Peak (SPN) from the scope of Phase 4 (LMR System Implementation) only for a cost reduction in the amount of \$99,371; (b) reflect the inclusion of one (1) LMR System Site, MCI, inclusive of the line items provided in Attachment A to Amendment No. 81, into the scope of Phase 4 (LMR System Implementation) only for an increase in the amount of \$228,900; (c) exercise the Unilateral Options for all Work pertaining to Phase 4 (LMR System Implementation) for one (1) LMR System Site, MCI; (d) increase the Maximum Contract Sum by \$129,529 from \$289,485,763 to \$289,615,292, when taking the actions contemplated in Amendment No. 81 into consideration; and (e) make other certain changes as set forth in Amendment No. 81.

The Agreement has been previously amended in Amendment Number Eighty-Two, issued October 8, 2021, to (a) revise payments to align with Provisional Subsystem Acceptance; (b) preserve the parties' positions with respect the IMS reflecting an October 2023 completion date; and (c) make other certain changes as set forth in Amendment No. 82.

The Agreement has been previously amended in Amendment Number Eighty-Three, issued November 5, 2021, to (a) incorporate a LMR Change Order Modification related to the Antenna Changes necessitated by FCC Requirements at Burnt Peak1 (BUR1) for a cost increase in an amount of \$17,412; (b) increase the Maximum Contract Sum by \$17,412 from \$289,615,292 to \$289,632,704; and (c) make other certain changes as set forth in Amendment No. 83.

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

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect an overall reconciliation of the scope of the Agreement and Exhibit C (Schedule of Payments) as follows: (a) reflect a reduction of certain scope of Phase 1

(System Design) work for a cost decrease in an amount of \$529,133; (b) reflect a reduction of certain scope of Phase 2 (Site Construction and Site Modification) work for a cost decrease in an amount of \$495,754, and reflect discounts from Phase 2 (Site Construction and Site Modifications) within C.15 in the amount of \$180,346; (c) reflect a reduction of certain testing contemplated in the scope of Phase 4 (LMR System Implementation) for a cost decrease in the amount of \$636,439, and reflect the reduction of certain Phase 4 (LMR System Implementation) Work for the TOP (Relay) site in the amount of \$77,558, and lastly, reflect the inclusion of certain Phase 4 (LMR System Implementation) Work for the MCI site for a cost increase in the amount of \$146,334, all actions resulting in a net cost decrease to Phase 4 (LMR System Implementation) in an amount of \$567,300; (d) reflect the removal of certain Additive Alternates, in particular, Bounded Area Coverage, Mandatory Building Coverage, Metrorail Coverage, and LMR System Maintenance for Additive Alternates, respectively, for a cost decrease in an amount of \$73,350,438; (e) reflect a reconciliation of certain LMR Change Orders resulting in a cost decrease in an amount of \$10,497; (f) decrease the Maximum Contract Sum by \$75,133,830 from \$289,801,632 to \$214,667,802 and (g) make other certain changes as set forth in this Amendment No. 85.

This Amendment No. 85 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. 85, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 85 refer to sections of the Agreement, as amended by this Amendment No. 85.
2. Phase 1 Reconciliation. The parties agree and acknowledge to reconcile the Agreement to reflect the removal of three (3) LMR System Sites, Lower Encinal Pump Station (LEPS), Santa Monica/UCLA Medical Center (SMMC), and Winding Way (WWY) from the scope of Phase 1 (System Design) as these sites are no longer considered for inclusion in the LMR System. No further Work will occur at these sites and \$28,551 will be removed from the relevant portions of Exhibit C (Schedule of Payments). Additionally, the parties agree and acknowledge to reconcile the Agreement to reflect the removal of Work related to the Portable Radio Equipment contemplated in Phase 1 (System Design). As such, the Contractor is no longer obligated to perform the Work related to Portable Radio Equipment and \$500,582 will be removed from the relevant portions of Exhibit C (Schedule of Payments) contemplated and attached to this Amendment No. 85.

Item No.	Site ID	Site Description	Reconciliation	Amount
1.	LEPS	Lower Encinal Pump Station	Remove from the scope of Phase 1	(\$9,517)
2.	SMMC	Santa Monica/UCLA Medical Center	Remove from the scope of Phase 1	(\$9,517)
3.	WWY	Winding Way	Remove from the scope of Phase 1	(\$9,517)
Item No.	Item Description		Reconciliation	Amount
4.	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)		Remove from the scope of Phase 1	(\$113,400)
5.	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		Remove from the scope of Phase 1	(\$333,005)
6.	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)		Remove from the scope of Phase 1	(\$7,560)
7.	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		Remove from the scope of Phase 1	(\$36,732)
8.	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		Remove from the scope of Phase 1	(\$7,506)
9.	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)		Remove from the scope of Phase 1	(\$1,431)
10.	Adapters for Dispatcher Headsets for Compatability with Console Desk Radios (6 at \$158 Each)		Remove from the scope of Phase 1	(\$948)
TOTAL AMOUNT:				(\$529,133)

3. Phase 2 Reconciliation. The parties agree and acknowledge to reconcile the Agreement to reflect the removal of one (1) LMR System Site Saddle Peak (SPN) from the scope of Phase 2 (Site Construction and Site Modification). As such, the Contractor will not be required to perform the Phase 2 Work at this site for a cost reduction in the amount of \$319,142. Additionally, the parties agree and acknowledge to reconcile the Agreement to reflect the reduction of Work related to the Shelter contemplated in Phase 2 (Site Construction and Site Modification) for LMR System Site Topanga Peak (TOP Relay) for a cost reduction in the amount of \$152,695. The reductions in scope is reflected in the relevant portions of Exhibit C (Schedule of Payments) which is attached to this Amendment No. 85. With respect to one (1) LMR System Site Black Jack Mountain (BJM), the parties agree and acknowledge to reconcile the Agreement to reflect work related to the New Split System HVAC contemplated in COR No. MSI-7078 for cost reduction in the amount of \$23,917, which will be reduced from the scope of Phase 2 (Site Construction and Site Modification). Additionally, pursuant to Section 8.9 of this Amendment No. 85, the detailed costs associated with this reconciliation are

contained in the relevant portions of Exhibit C.13.1 (LMR System Detailed Cost Summary).

Item No.	Site ID	Site Name	COR No.	Reconciliation	Amount
1.	SPN	Saddle Peak	N/A	Remove from the scope of Phase 2	(\$319,142)
2.	BJM	Black Jack Mountain	MSI-7078	Reduce from the scope of Phase 2	(\$23,917)
3.	TOP Relay	Topanga Peak	N/A	Reduce Shelter from the scope of Phase 2	(\$152,695)
TOTAL AMOUNT:					(\$495,754)

4. Phase 4 Reconciliation. The parties agree and acknowledge to reconcile the Agreement to reflect the removal of the scope of certain testing, in particular Special Operational Test Acceptance, Stress Test Acceptance, Voice Aerial Coverage Test Acceptance, and Voice Waterway Coverage Test Acceptance, contemplated in Phase 4 (LMR System Implementation) for a cost reduction in the amount of \$636,439, pursuant to this Amendment No. 85. As such, the Contractor is no longer obligated to perform the Work related to the testing described in this Amendment No. 85 and will be removed from the relevant portions of Exhibit C (Schedule of Payments), which is attached to this Amendment No. 85. Additionally, the parties agree and acknowledge to reconcile the Agreement to reflect the removal of the scope of all Phase 4 (LMR System Implementation) Work EXCEPT the Site Interconnect/Backhaul Subsystem Work, which will Contractor will still be required to perform, at the LMR System Site Topanga Peak (TOP Relay), which results in a cost reduction in the amount of \$77,558. With respect to one (1) LMR System Site MCI, the parties agree and acknowledge to reconcile the Agreement to reflect additional Phase 4 (LMR System Implementation) Work, inclusive of the line items provided in Attachment A to this Amendment No. 85, which is attached and included herein by this reference, for cost increase in the amount of \$146,334, which will be added to the scope of Phase 4 (LMR System Implementation). Additionally, pursuant to Section 8.9 of this Amendment No. 85, the detailed costs associated with this reconciliation are contained in the relevant portions of Exhibit C.13.1 (LMR System Detailed Cost Summary). Moreover, the parties agree and acknowledge the MCI schedule which was transmitted to Contractor on December 9, 2021, and is attached to this Amendment No. 85 as Attachment B, is incorporated herein by this reference.

Item No.	Site ID	Site Name	Item Description	Reconciliation	Amount
1.	N/A	N/A	Special Operational Test Acceptance	Remove from the scope of Phase 4	(\$458,404)
2.	N/A	N/A	Stress Test Acceptance	Remove from the scope of Phase 4	(\$10,000)
3.	N/A	N/A	Voice Aerial Coverage Test Acceptance	Remove from the scope of Phase 4	(\$105,786)
4.	N/A	N/A	Voice Waterway Coverage Test Acceptance	Remove from the scope of Phase 4	(\$62,250)
5.	TOP Relay	Topanga Peak	Phase 4 Work EXCEPT Site Interconnect/Backhaul Subsystem	Reduce from the scope of Phase 4	(\$77,558)
6.	MCI	MCI	Additional Phase 4 Work	Added to the scope of Phase 4	\$146,334
TOTAL AMOUNT:					(\$567,663)

5. Removal of Additive Alternates. The parties agree and acknowledge to reconcile the Agreement to reflect the removal of scope related to Additive Alternates, in particular Bounded Area Coverage Additive Alternate, Mandatory Building Coverage Additive Alternate, Metrorail Coverage Additive Alternate, and LMR System Maintenance for Additive Alternates for a cost reduction in the amount of \$73,350,438, pursuant to this Amendment No. 85. As such, the Contractor is no longer obligated to perform the Work related to the Additive Alternates described in this Amendment No. 85 and will be removed from the relevant portions of the Agreement and Exhibit C (Schedule of Payments), which is attached to this Amendment No. 85.

Item No.	Item Description	Reconciliation	Amount
1.	Bounded Area Coverage Additive Alternate	Remove from the scope of the Agreement	(\$19,109,375)
2.	Mandatory Building Coverage Additive Alternate	Remove from the scope of the Agreement	(\$29,828,448)
3.	Metrorail Coverage Additive Alternate	Remove from the scope of the Agreement	(\$4,792,260)
4.	LMR System Maintenance for Additive Alternates	Remove from the scope of the Agreement	(\$19,620,355)
TOTAL AMOUNT:			(\$73,350,438)

6. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will no longer perform the Work contemplated in COR No. MSI-5067 related to ACM/LCP Testing and Monitoring at LMR System Site Rolling Hills Transmit (RHT) and COR No. MSI-5087 related to Road Repair Design at LMR System Site Mount Lukens 2 (MTL2) pursuant Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 6. As such \$10,497, will be reduced from the scope of the Agreement and removed from the Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments) which is attached to this Amendment No. 85.

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	RHT	Rolling Hills Transmit	MSI-5067	Remove ACM/LCP Testing and Monitoring	(\$1,697)
2.	MTL2	Mount Lukens 2	MSI-5087	Remove Road Repair Design	(\$8,800)
TOTAL AMOUNT:					(\$10,497)

7. Amendments to Agreement.

- 7.1 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 Fourteen Million, Six Hundred Sixty-Seven Thousand, Eight Hundred Two Dollars (\$214,667,802) which includes the

Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Fifty-Seven Million, One Hundred Ninety-One Thousand, Sixty-Four Dollars (\$157,191,064). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

- 7.3 Section 3.2.6 (Bounded Area Coverage Additive Alternate) contemplated in Exhibit B.1 (LMR System Specifications) is deleted in its entirety pursuant to this Amendment No. 85.

- 7.4 Section 3.2.7 (Mandatory Building Coverage Additive Alternate) contemplated in Exhibit B.1 (LMR System Specifications) is deleted in its entirety pursuant to this Amendment No. 85.

- 7.4 Section 3.2.8 (MTA Metrorail and Metrolink Coverage Additive Alternate) contemplated in Exhibit B.1 (LMR System Specifications) is deleted in its entirety pursuant to this Amendment No. 85.

- 7.6 Section 4.2.4 (LA-RICS Special Operational Test) contemplated in Exhibit B.1 (LMR System Specifications) is deleted in its entirety pursuant to this Amendment No. 85.

- 7.7 Section 4.2.6 (Stress Test) contemplated in Exhibit B.1 (LMR System Specifications) is deleted in its entirety pursuant to this Amendment No. 85.

- 7.8 Section 4.2.9 (Aerial Coverage Test) contemplated in Exhibit B.1 (LMR System Specifications) is deleted in its entirety pursuant to this Amendment No. 85.

- 7.9 Section 4.2.10 (Waterway Coverage Test) contemplated in Exhibit B.1 (LMR System Specifications) is deleted in its entirety pursuant to this Amendment No. 85.

8. Amendments to Agreement Exhibits.

- 8.1 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. 85 and incorporated herein by this reference.

- 8.2 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. 85 and incorporated herein by this reference.
- 8.3 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. 85 and incorporated herein by this reference.
- 8.4 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. 85 and incorporated herein by this reference.
- 8.5 Exhibit C.7 (Bounded Area Coverage Additive Alternate) is deleted in its entirety.
- 8.6 Exhibit C.8 (Mandatory Building Coverage Additive Alternate) is deleted in its entirety.
- 8.7 Exhibit C.9 (Metrorail Coverage Additive Alternate) is deleted in its entirety.
- 8.8 Exhibit C.10 (LMR System Maintenance for Additive Alternates) is deleted in its entirety.
- 8.9 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated July 2021, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated December 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.
- 8.10 Exhibit C.15 (LMR System Discounts) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.15 (LMR System Discounts), which reflects an increase in the amount of \$180,346, which is attached to this Amendment No. 85 and incorporated herein by this reference.
- 8.11 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. 85 and incorporated herein by this reference.

- 8.12 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 85 and incorporated herein by this reference.
9. This Amendment No. 85 shall become effective as of the date identified in the recitals, which is the date upon which:
- 9.1 An authorized agent of Contractor has executed this Amendment No. 85;
- 9.2 Los Angeles County Counsel has approved this Amendment No. 85 as to form;
- 9.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 85; and
- 9.4 The Executive Director of the Authority has executed this Amendment No. 85.
10. Except as expressly provided in this Amendment No. 85, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
11. Contractor and the person executing this Amendment No. 85 on behalf of Contractor represent and warrant that the person executing this Amendment No. 85 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 85, and that all requirements of Contractor to provide such actual authority have been fulfilled.
12. This Amendment No. 85 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 EIGHTY-FIVE
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. 85 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

Item No.	Motorola Tasks	Engineer (\$204/hr)	ST (\$177/hr)	PM (\$203/hr)	Scheduler (\$203/hr)	Cost
1.	One Site Walk	8		1		\$1,835
2.	MCI: Equipment reconfiguration/reprogramming, recabling and labeling. GTR/GCM/GCP/UN CW – prime site and core reconfiguration	1	80	4		\$15,176
3.	CPK: DTVRS Equipment re-configuration/programming and cable labeling to change from subsite 7 to subsite 6.	1	24	1		\$4,655
4.	Mobile backhaul updates/Network transportation/AST RO25 updates	24		2		\$5,302
5.	FCC License Support	1				\$204
6.	MSI Tower Elevation and Antenna Placement inputs and drawings	16				\$3,264
7.	FNE Drawing updates	8		1		\$1,835
8.	Coverage Analysis	16				\$3,264
9.	AC/DC Power Sheet updates	8		1		\$1,835
10.	Rackface Diagram and Room Layout (Rackface diagram will be provided to the Authority)	4		1		\$1,019
11.	Schedule Updates			24	20	\$8,932
12.	Customer Meetings (w/ Customer, A&E firm, Contractor, Site Owner, etc.)	16		16		\$6,512
11.	Close Out Book (Coordinate the verification and collection of latest as-built documentation, photos, tape drops, azimuths over ~ 3 days; process for submittal to Authority; then follow-up with Authority after their review)			8		\$1,624
TOTAL HOURS		103	104	59	20	286
HOURLY RATES (Per Exhibit C.11)		\$204	\$177	\$203	\$203	--
TOTAL COST		\$21,012	\$18,408	\$11,977	\$4,060	\$55,457

Item No.	Subcontractor Work	Qty	Unit Cost	Subtotal	Total	Markup		Total Cost
1.	Vendor Fees to Update FCC Filings – EZ Spectrum				\$2,000	10%	\$200.00	\$2,200
2.	Vendor Fees for LMR RELAY Equipment Installation and A&L – Airwave							
	MCI/Relay Pick up equipment and load at MSI Warehouse based on provided inventory. Deliver equipment to Site. Installation of equipment using provided drawings. Cable equipment using provided cabling diagrams. Motorola to provide all equipment, cables and connectors. Airwave to provide rack grounding to provided Site ground demarcation. Provide rack anchorage per design. Provide rack insulator kits and hardware. Does not include battery installation, DC and power cabling. Installation based on current design and standards being followed for current cabling effort. Includes delivery and cold install of DC and MW Rack. These racks will be wired by others.	0	\$3,000	\$0	\$10,850	10%	\$1,085	\$11,935
	Hardware-ground cabling and lugs, insulation kits, mounting hardware, rack stand offs and rack screws	8	\$250	\$2,000				
	Misc Cabling parts	1	\$750	\$750				
	Installation of SMMS Wiring per provided Documentation-Parts and Labor defined in Original Scope	0	\$8,819	\$0				
	Installation of APM Loopback per provided Documentation-Parts and Labor defined in Original Scope	2	\$750	\$1,500				
	Parts for above APM Loopback as defined in Original Scope	1	\$350	\$350				
	Installation of provided NMDM Equipment inside provided rack space per provided Scope and Documentation	4	\$750	\$3,000				
	Parts for above NMDN Loopback as defined in Original Scope	1	\$1,750	\$1,750				
	Delivery of DC batteries and shelves	1	\$1,500	\$1,500	\$58,974.59	10%	\$5,897.46	\$64,872.05
	Field installation of Antenna Sper plans on building edge. Install uni-strut around 2/3 of the building top edge for antenna mounting and cable support. Installation of up to (8) antennas, cabling and connectors. Support all cable using approved methods around building. Ground all mounting [pipes and attach to SSFB. Install SSGB and connect ot MGB. Support and run all cabling through entry to polyphaser demarcation. No GPS Antenna Schedule provided in drawing package. Qty is assumed.	0	\$760	\$0				
	Hardware for above tasks-Ground bar, lugs, wire, and hardware	0	\$760	\$0				
	Field Deliver and Install (12) antennas per provided plans and documentation. Antennas to be installed on existing tower and mounts. Provide and install antenna mounting clamps. Provide and install antenna jumpers. Provide and install antenna main (7/8) feedline. Provide and install all ground kits. Provide and install all connectors. Provide and install all cable supports. Provide and install Entry boots. Provide and install weather proofing. Test all lines upon completion. Provide all documentation upon completion. Install and cable TTA (if applicable)	52	\$760	\$39,520				

Item No.	Subcontractor Work	Qty	Unit Cost	Subtotal	Total	Markup		Total Cost
	AVA5-50A-7/8" heliax	1,500	\$5.76	\$8,640				
	MTSBC-35-14 antenna clamps	14	\$148.17	\$2,074.38				
	AND78EZDF	22	\$37.35	\$821.70				
	AND78EZNF	2	\$33.18	\$66.36				
	L4TNM-1/2" connectors-TTA Test Line-GPS	2	\$23.55	\$47.10				
	LDF4-50 1/2" heliax-TTA Test Line-GPS	20	\$2.43	\$48.60				
	ANDLS5GRIP	12	\$22.08	\$264.96				
	ANDLS4GRIP	1	\$19.08	\$19.08				
	7/8-Sure ground kits	36	\$29.37	\$1,057.32				
	1/2" Sure ground kits	3	\$29.37	\$88.11				
	Hose clamp and saddle kits for cushions	30	\$6.35	\$190.50				
	1/2" & 7/8" cushions various sizes for jumper and main line support	50	\$5.09	\$254.50				
	2-3" hose clamps for round member attachment- 10 pk	25	\$10.92	\$273				
	Angle adapter kits/beam clamps 10 pk	6	\$71.13	\$426.78				
	4" entry boots	6	\$18.40	\$110.40				
	ANDBHD-38-cable block for GPS-10pk	10	\$13.62	\$136.20				
	ANDBHD-78-cable block for 7/8"-10pk	30	\$23.76	\$712.80				
	ANDBHD-78-cable block for 1/2"-10pk	10	\$13.55	\$135.50				
	Hardware kits for stack blocks	30	\$24.20	\$726				
	Antenna jumpers for antenna connection and TTA 7/8" > 1/2"	14	\$67.27	\$941.78				
	3 level polyphaser grounding trapeze	1	\$478.90	\$478.90				
	Weatherproof kits	10	\$19.03	\$190.30				
	Misc mounting hardware for antennas, grounds, and unistrut	2	\$875.16	\$1,750.32				
2.	Total for Vendor Fees for LMR RELAY Equipment Installation and A&L – Airwave				\$69,824.59	10%	\$6,982.46	\$76,807.05
3.	Vendor Fees for DC Power Plant Connection / Battery Install – PNS							
	Routing and termination of Telcoflex from DC power plant to (6) equipment racks				\$7,128	10%	\$712.80	\$7,840.80

Item No.	Subcontractor Work	Qty	Unit Cost	Subtotal	Total	Markup		Total Cost
3.	Total for Vendor Fees for DC Power Plant Connection / Battery Install – PNS				\$7,128	10%	\$712.80	\$7,840.80
4.	Vendor Fees for DC Power Plant Install Materials – PNS							
	Cable runway support brackets (DC power run)				\$3,663.13	10%	\$366.31	\$4,029.44
	Telcoflex cable							
	Lugs							
	Hardware accessories							
4.	Total for Vendor Fees for DC Power Plant Install Materials – PNS				\$3,663.13	10%	\$366.31	\$4,029.44
TOTAL COST:								\$90,877.29

COST SUMMARY	
Motorola Tasks	\$55,457
Subcontractor Work	\$90,877.29
GRAND TOTAL	\$146,334.29

LIST OF DELIVERABLES/SERVICES TO BE PROVIDED BY MSI AND/OR ITS SUBCONTRACTORS:

RFQ 0077 Deliverables

- Updated MCI power spreadsheet for LMR equipment racks being moved from RELAY to MCI.
- Updated Rack Face layout at MCI incorporating RELAY equipment at MCI.
- Updated Floor Plan at MCI incorporating RELAY equipment at MCI.
- Information - Rack weight, dimensions, base plate, and anchor bolt pattern.
- Room layout sketch showing MSI recommended rack locations.
- Updated system block diagrams for LARTCS 800, ACVRS CW, ACVRS TRO6, ACVRS TRO6R, NMDN, DTVRS 700 Prime, and DTVRS UHF Prime.
- Updated RF Interconnect diagrams for LARTCS 800, ACVRS CW, ACVRS TRO6, ACVRS, TRO6R, and NMDN.
- Reprogram CPK DTVRS equipment to change from Subsite 7 to Subsite 6.
- Update transport network configuration to support subsystem relocations.
- MSI Tower Elevation and Antenna Placement inputs and drawings contemplating the addition of RELAY antennas.

System Integration Resources

- One Site Walk – Nine hours
- Calls/Meetings – Thirty-two hours
- Project Schedule (IMS) Changes – Thirty-four hours
- Close Out Book – Eight hours

Subcontractor Services for RFQ 0077

- EZ Spectrum
 - Remove TOP site/antenna/frequencies/emissions from DTVRS 700 callsign WRBT645.
 - Cancel TOP T-Band Ch 16 license (DTVRS UHF) WRMV558.
 - Cancel TOP T-Band Ch 14 license (NMDN UHF) WRMV349.
 - Work with CalOES to remove TOP site/antenna/frequencies/emissions from LARTCS 800 callsign WRND397.
 - Create new T-Band Ch 14 application for SPN NMDN.
 - Work with CalOES to add SPN to LARTCS 800.
 - Note: LA-RICS will be responsible for any coordination fees.

- Airwave Communications
 - Airwave will deliver all equipment to a Phase 2 Complete Site in one deployment for installation.

A&L

- ✓ Field deliver and install twelve (12) antennas.
- ✓ Antennas will be installed on existing tower and mounts.
- ✓ Provide and install antenna mounting clamps.
- ✓ Provide and install antenna jumpers.
- ✓ Provide and install antenna main (7/8) feedline.
- ✓ Provide and install all ground kits.
- ✓ Provide and install all connectors.
- ✓ Provide and install all cable supports.
- ✓ Provide and install Entry Boots.
- ✓ Provide and install weatherproofing
- ✓ Test all lines upon completion.
- ✓ Provide all documentation upon completion.
- ✓ Install and cable TTA (if applicable)

FNE

- ✓ Pick up FNE equipment and load at MSI Warehouse.
- ✓ Deliver equipment to site.
- ✓ Includes delivery and cold install of DC rack. DC rack will be wired by PNS.
- ✓ Deliver DC batteries and shelves.
- ✓ Install equipment using provided drawings.
- ✓ Cable equipment per provided cabling diagrams.
- ✓ MSI to provide all equipment, cables, and connectors.
- ✓ Airwave to provide rack grounding to provided site ground, rack anchorage, insulator kits, and hardware.
- ✓ Install APM Loopback.
- ✓ Install provided NMDN equipment inside provided rack space.
- ✓ Scope does not include battery installation, DC and power cabling.

Hardware: Ground cabling, insulation kits, hardware, rack stand offs, rack screws, and miscellaneous parts not provided at Staging.

- PNS
(Note: The installation and wiring of (2) battery strings, DC wiring and AC connection of powerplant, and DC wiring of racks from SPN is covered under another approved quote from Pyramid [LMR_MCI_Ph4 DC Plant Wiring and Battery Install_PNS Quote_R0_07.27.2021]).

The scope for RELAY DC includes wiring of (6) racks.

- Installation of hangers on cable ladder.
- Wiring of telcoflex from DC powerplant to rack(s)
- Termination of DC conductors in powerplant and rack(s)
- Materials – telcoflex, lugs, hangers, and etc.

LA-RICS RESPONSIBILITIES:

1. Provide any required FCC license fees, frequency acquisition, and / or spectrum fingerprinting and FAA filings.
2. Perform site acquisition, zoning and all permissions for site work (including Coastal and Improvements permitting).
3. Perform shelter all mechanical, electrical and civil / structural analysis, including racks and cable trays.
4. Provide seismic improvements to the shelter, if required, including but not limited to additional structural improvements required on the floor below the racks – for example, a poured concrete curb or fabricated steel rails to mount the racks to and properly spread the load. Additional structural improvements may be required such as additional top support required between the relay racks/battery racks and other existing overhead support structures, walls, ceilings, beams, etc.
5. Remove all existing equipment, furnishings, materials, punch block and telco boards, and cabling to make space for new racks and equipment.
6. Provide adequate cooling and heating capacity (HVAC).
7. Provide cable trays for mutually agreed equipment floorplan.
8. Implement Phase 2 components that are compatible with the existing LA-RICS-approved SMMS design. Specifically, the generator, ATS, fuel, HVAC, TVSS, door, and FSS need to be compatible with the current SMMS design and devices, including the same manufacturer, same specification of equipment and same interfaces.

Here are the current manufacturers used and the monitoring interfaces required to remain compatible with the existing SMMS design without a change order involved – special emphasis on HVAC and Fuel monitoring sections:

Generator

- a. Typical LA-RICS Project Manufacturer: Cummins and Kohler
- b. Monitoring Interfaces: 8 standard form-c normally closed dry contact relays (see SMMS design for specific alarm points required)

ATS 1 & 2

- a. Typical LA-RICS Project Manufacturer: Cummins
- b. Monitoring Interfaces: 12 standard (6 for each ATS) form-c normally closed dry contact relays (see SMMS design for specific alarm points required)

Fuel Delivery and Monitoring

- a. Typical LA-RICS Project Manufacturer: Omntec
- b. Monitoring Interfaces: RS485 custom module built for Omntec serial data inputs ONLY (see SMMS design for specific alarm points required)

HVAC Controller and HVAC Units

- a. Typical LA-RICS Project Manufacturer: DPS HVAC Controller and Marvair Units
- b. Monitoring Interfaces: Ethernet DCP Protocol (DPS) and dry contact closures for unit FAIL, hydrogen detection and smoke detection (see SMMS design for specific alarm points required)

TVSS

- a. Typical LA-RICS Project Manufacturer: Transtector
- b. Monitoring Interfaces: 1 standard form-c normally open dry contact relay (see SMMS design for specific alarm point required for each TVSS)

Door

- a. Typical LA-RICS Project Manufacturer: Edwards Signalling
- b. Monitoring Interfaces: 1 standard form-c normally closed dry contact relay (see SMMS design for specific alarm point required)

FSS

- a. Typical LA-RICS Project Manufacturer: Champion and Fike
- b. Monitoring Interfaces: 3 standard form-c normally open and/or normally closed dry contact relays (see SMMS design for specific alarm point required)

- 9. Assess and update electrical design per mutually agreed A&E drawing set, including:
 - a. Electrical overhead and wall drops.
 - b. ATS and MTS switching gear.
 - c. Electrical panel layout to support DC rectifier and AC inverter equipment.
 - d. Alarm punch-down panel layout.
- 10. Bring site up to LA-RICS LMR Project and R-56 specifications.
- 11. Assess fire suppression and detection and replace/remediate as needed.
- 12. Provide emergency backup generator to meet technical requirements.
- 13. Provide adequate cable entry ports to meet installation requirements.
- 14. Remove existing transmission lines and antennas from tower, ice bridge, and shelter.
- 15. Provide to MSI a PE-stamped structural analysis of tower and tower foundation representing sufficient structural integrity for MSI's proposed transmission lines, antenna and dish installations.
- 16. Remediate tower to minimize passive intermodulation.
- 17. Provide wiring from LA-RICS-provided site / shelter alarm relays (SMMS punch blocks will be the point of demarcation for wiring associated with alarm relays).

18. Specifically, the following SMMS Phase 2 alarms, if required, are to be provided by LA-RICS or its selected Phase-2 subcontractor per approved SMMS design drawings:
 - a. Fuel Tank Monitor and wiring to the S1 SMMS punchblock.
 - b. HVAC Controller or shelter thermostat.
 - c. HVAC smoke detection alarm relay wiring to the H1 punchblock.
 - d. ATS-1 discrete inputs to punch block N1.
 - e. ATS-2 discrete inputs to punch block N1.
 - f. Generator discrete inputs to punch block N1.
 - g. FSS alarm inputs to block N3.
 - h. Door alarm input to punch block N2.
 - i. HVAC Unit 1 and Unit 2 alarm inputs to punch block H1.
 - j. HVAC Units 3 through 6 alarm input to punch block H1 (if applicable for final MCI HVAC configuration).
 - k. TVSS Main alarm input to punch block N1.
 - l. TVSS Sub Panel(s) alarm input(s) to punch block N2 (if applicable for final MCI configuration).
19. Provide a minimum of a 3' x 4' telco board installed for all SMMS punchblocks (based on other LA-RICS site installations and fire code requirements).

ASSUMPTIONS AND EXCLUSIONS:

1. No seismic or structural analysis of the existing shelter, including racks, is included. It is assumed that the existing or new shelter will meet all mechanical, electrical and civil/structural codes and jurisdictional requirements.
2. No site design, civil work, or site upgrades or additional MSI equipment purchases (Phases 1, 2 and 3) are included in MSI's quotation.
3. Adequate power is available to support the new equipment.
4. The DC Plant from RELAY will be used, and LA-RICS waived the requirement for future growth and preferred the installation of two battery strings, which may result in slightly less than 8 hours of backup for the planned equipment.
5. Circuit breakers for rectifiers shall be installed in the AC panel by the Phase 2 civil contractor per approved plans.
6. Conduits and conductors for rectifiers shall be run and installed from the AC panel to the proposed location of the DC plant by the Phase 2 civil contractor per approved plans. MSI will terminate the conductors in the DC plant.
7. The Phase 2 civil contractor shall provide and install the TP1 panel, conduit from the TP1 panel to the twistlock outlets, and the twistlock outlets per approved plans.
8. The Phase 2 civil contractor shall provide and run the conduit and conductors from the inverter to TP1 per the approved plans. MSI will terminate the conductors in the inverter.

9. Replacement Microwave licensing will be obtained by MSI, as needed. If licensing is not possible, a topology change could be required at additional cost.
10. The RELAY antenna models already procured will be used and mounted at the positions specified by MSI.
11. Spectrum Fingerprinting - Noise Floor Monitoring (SF-NFM) results from round 2 testing will be assumed. Quote does not include additional SF-NFM and/or re-evaluation.
12. The LMR equipment planned for RELAY will be used at MCI.
13. The SPN site designation will continue to be used to maintain the integrity of the current system design and documentation. This quote does not include updating any documentation.
14. MSI will specify heat, electrical, and rack space for 50% future growth.
15. The R56 audits are performed to determine Pass / Fail of installation, bonding and protection of the MSI-provided equipment. The audit does not audit the condition of the building, evaluate the electrical and HVAC systems, address any civil issues or evaluate the capacity of the tower. The pre-R56 audit is a high level audit of the site as it relates to being a viable site to support the proposed MSI equipment and antennas. The post-R56 audit inspects the completeness of the MSI performed (scope) installation, bonding of the MSI equipment and associated infrastructure R56 compliance. The R56 audit reports will list and provide Pass / Fail based on the R56 guidelines. The reports will not detail the cause for each failure or provide information as to how to repair or mitigate each failure.
16. This scope excludes optimization services, as did Amendment No. 81.
17. MSI expects to get paid for Phase 1 services performed associated with the RELAY site.
18. The impact on the project schedule will be assessed upon execution of a Contract Amendment and Notice to Proceed (NTP). At this time, without knowing LA-RICS overall schedule for Phase 1 and 2, it is impossible for MSI to determine the impacts on the IMS.
19. The pricing provided assumes LA-RICS will be issuing concurrent Notices to Proceed (NTP's) for the recently adopted LMR Amendment No. 81 and the work covered by this RFQ response. A fundamental assumption is the design (Phase 1) and implementation (Phase 4a) work will be performed as one scope, including one mobilization to site by the respective parties performing the work.

ID	Resource Names	Task Name	% Complete	Duration	Start	Finish	Predecessors	Successors	2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Project: Saddle Peak - MCI
Date: 12/2/2021

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Resource Names	Task Name	% Complete	Duration	Start	Finish	Predecessors	Successors	2022											
									Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
37	LARICS	Administrative Review: Landowners Authorization	0%	5 days	12/1/2021	12/7/2021	24,28SS	39												
38		Coastal Permitting- Phase II - Evaluation	0%	76 days	12/7/2021	3/23/2022	36	42												
39	B&J	Initial Submission to DRP	0%	0 days	12/7/2021	12/7/2021	37	40												
40	LARICS	Coastal Permitting - Zoning Response Package Reviewed and Approved by DRP	0%	66 days	12/8/2021	3/9/2022	39	41												
41	LARICS	Coastal Permitting - Approval Letter Routed to Coastal Commission for Review and Approval	0%	10 days	3/10/2022	3/23/2022	40	43												
42		Coastal Permitting - Phase III - Consideration	0%	15 days	3/24/2022	4/13/2022	38													
43	LARICS	Coastal Permitting - Phase III - Exemption Letter Received	0%	10 days	3/24/2022	4/6/2022	41	44												
44	LARICS	Coastal Permitting - Phase III - Zoning Approval Received	0%	5 days	4/7/2022	4/13/2022	43	69FF,72												
45		Construction Drawings	0%	65.5 days	1/17/2022	4/18/2022	23SS	71SS												
46	B&J	Deliver 50CDs	0%	20 days	1/17/2022	2/11/2022	30,10,11,12	47												
47	LARICS	Live Review with Auth	0%	1 day	2/14/2022	2/14/2022	46	48												
48	LARICS	Auth approve 50CDs	0%	5 days	2/15/2022	2/21/2022	47	49												
49	B&J	Deliver 75CDs	0%	10 days	2/22/2022	3/7/2022	48	50,73												
50	LARICS	Auth Review and Approve 75CDs (CD Ready to Submit to Bldg Dept)	0%	5 days	3/8/2022	3/14/2022	49	51												
51	LARICS	Submit to DPW for BP	0%	1 day	3/15/2022	3/15/2022	50	52,66												
52	B&J	Deliver 100CDs to Auth, this is the RTI set	0%	10 days	3/16/2022	3/29/2022	51	53												
53	LARICS	Auth Review 100CDs	0%	5 days	3/30/2022	4/5/2022	52	54												
54	LARICS,B&J	Live Review	0%	0.5 days	4/6/2022	4/6/2022	53	55												
55	B&J	Resubmit 100CDs	0%	5 days	4/6/2022	4/13/2022	54	56												
56	LARICS	Auth Approve 100CDs	0%	3 days	4/13/2022	4/18/2022	55	69												
57		LMR Tower Loading Cartoon (migration drawing) Authority Review and Comments Addressed	0%	96 days	1/3/2022	5/16/2022	4SS													
58	B&J	LMR Tower Loading Cartoon (migration drawing) Authority Review and Comments Addressed	0%	5 days	1/3/2022	1/7/2022	30	59												
59	B&J	Structural Analysis Report	0%	10 days	1/10/2022	1/21/2022	58	60												
60	B&J	Live Drawing Review with LA-RICS Prior to SAA Issuance	0%	1 day	1/24/2022	1/24/2022	59	61												
61	LARICS,B&J	Comment correction period following live review	0%	5 days	1/25/2022	1/31/2022	60	62												
62	B&J	Submit Structural Report to LARICS for Approval	0%	5 days	2/1/2022	2/7/2022	61	63												
63	B&J	Address comments if any to Structural Analysis Report	0%	5 days	2/8/2022	2/14/2022	62	64												
64	LARICS	Submit Structural Report to LARICS REV to Authority, if applicable	0%	3 days	2/15/2022	2/17/2022	63	65												
65	LARICS	Owner Approval of Structural & Drawings	0%	5 days	2/18/2022	2/24/2022	64	66												
66	JURISDICTION	Building Permit to BP Approved	0%	44 days	3/16/2022	5/16/2022	65,51	68												
67		Phase 2 - Site Construction	0%	9 days	5/17/2022	5/27/2022	1	77SS,109,93S												
68	LARICS	Notice to Proceed Construction	0%	1 day	5/17/2022	5/17/2022	66	69,72,75												
69	Contracter	Construction commencement of work	0%	0 days	5/20/2022	5/20/2022	68,56,35,44F	70SS,78,87,88												

Project: Saddle Peak - MCI
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Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Resource Names	Task Name	% Complete	Duration	Start	Finish	Predecessors	Successors	2022																							
									Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug														
70	Contractor	Roof Repair - If any is needed	0%	5 days	5/23/2022	5/27/2022	69SS	83																								
71		Antenna Support Structure Construction	0%	61 days	3/8/2022	5/31/2022	45SS																									
72	Contractor	Removal of Required L&A from Existing Tower	0%	5 days	5/18/2022	5/24/2022	68,44	76FF																								
73	Contractor	Develop and Submit to LARICS a welding plan for tower modifications, if required	0%	5 days	3/8/2022	3/14/2022	49	74																								
74	LARICS	LARICS Reviews & Obtains Approval for welding plan, if required	0%	5 days	3/15/2022	3/21/2022	73	76FF																								
75	Contractor	Tower Structural Modifications - Field Work, if needed	0%	10 days	5/18/2022	5/31/2022	68	76																								
76	Contractor	Antenna Support Structure Completed	0%	0 days	5/31/2022	5/31/2022	75,72FF,74FF	119,120,121																								
77		Shelter Construction	0%	20 days	5/23/2022	6/17/2022	67SS	84SS																								
78	Contractor	Demo/Make Ready Shelter	0%	5 days	5/23/2022	5/27/2022	69	79SS																								
79	Contractor	Abatement, if needed	0%	5 days	5/23/2022	5/27/2022	78SS	80																								
80	Contractor	Shelter Tenant Improvement Construction	0%	15 days	5/30/2022	6/17/2022	79	81SS,85SS																								
81	Contractor	Cable Entry port install, if needed	0%	1 day	5/30/2022	5/30/2022	80SS	82SS																								
82	Contractor	HVAC and FS Installation	0%	5 days	5/30/2022	6/3/2022	81SS	83																								
83	Contractor	Shelter Construction Completed	0%	0 days	6/3/2022	6/3/2022	82,70	115,116,117																								
84		Power Infrastructure	0%	11 days	5/30/2022	6/13/2022	77SS																									
85	Contractor	Install Power Infrastructure	0%	10 days	5/30/2022	6/10/2022	80SS	86																								
86	JURISDICTION	AHJ Final Inspection and Approval for Power On	0%	1 day	6/13/2022	6/13/2022	85	106																								
87		Emergency Power System	0%	26 days	5/23/2022	6/27/2022	69																									
88	Contractor	Foundation for Emergency Power System - IF NEEDED	0%	5 days	5/23/2022	5/27/2022	69	89																								
89	Contractor	Generator (cold set) & Fuel Tank Set/Construct CMU Wall	0%	15 days	5/30/2022	6/17/2022	88	90																								
90	Contractor	New or existing Generator Prepped for Start up	0%	5 days	6/20/2022	6/24/2022	89	91																								
91	Contractor	Emergency Power System Start Up	0%	1 day	6/27/2022	6/27/2022	90	92																								
92	Contractor	Emergency Power System Completed	0%	0 days	6/27/2022	6/27/2022	91	106																								
93		Grounding, Compound completion and Close-Out	0%	22.5 days	5/30/2022	6/29/2022	67SS	102SS																								
94	Contractor	Ice Bridge Installation & Grounding	0%	5 days	5/30/2022	6/3/2022	67	95																								
95	Contractor	Site Substantially Complete	0%	0 days	6/3/2022	6/3/2022	94	96,103FF																								
96	LARICS,B&J	Civil Site Audit & Punch Walk with the Authority	0%	0.5 days	6/6/2022	6/6/2022	95	97																								
97	Contractor	Civil Site Audit Corrections Addressed	0%	5 days	6/6/2022	6/13/2022	96	98																								
98	Contractor	Civil & A&E Soft Copy Close-out Package Assembled and Delivered to Authority	0%	5 days	6/13/2022	6/20/2022	97	99																								
99	LARICS	Civil & A&E Close-out Soft Copy Package Approved by The Authority	0%	5 days	6/20/2022	6/27/2022	98	100																								
100	Contractor	Civil & A&E Close-out Hard Copy Package Delivered to The Authority	0%	2 days	6/27/2022	6/29/2022	99	101																								
101	LARICS	Phase 2 Customer Acceptance (less Utility power)	0%	0 days	6/29/2022	6/29/2022	100	106FF																								
102		Commercial Utility Power Infrastructure and Start up	0%	18.5 days	6/3/2022	6/29/2022	93SS																									
103	Contractor	House Power	0%	1 day	6/3/2022	6/3/2022	95FF	104																								
104	LARICS	Phase 2 Customer Acceptance with Power On	0%	0 days	6/3/2022	6/3/2022	103	105																								

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Task

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Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

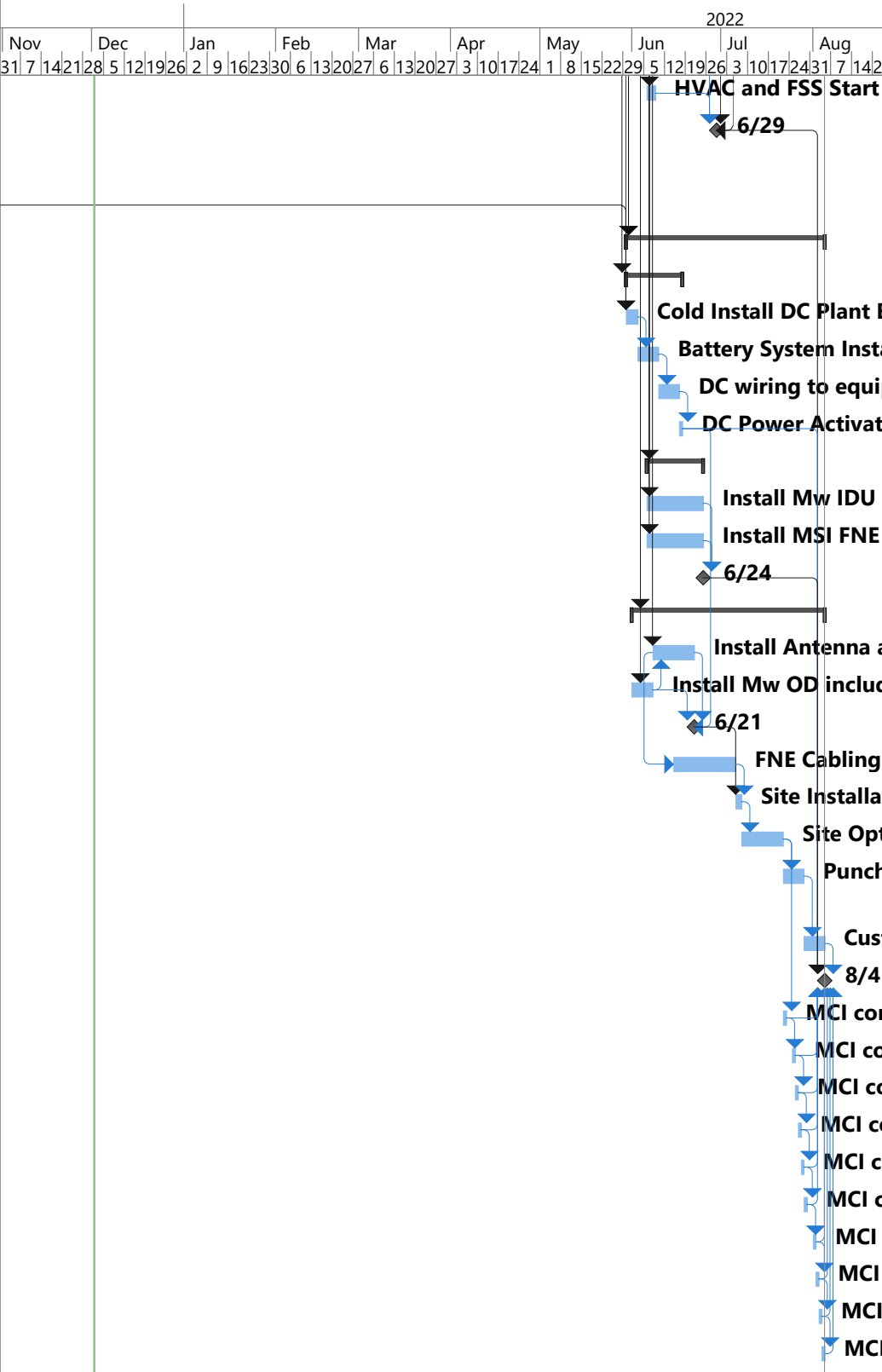
External Milestone

Deadline

Progress

Manual Progress

ID	Resource Names	Task Name	% Complete	Duration	Start	Finish	Predecessors	Successors	2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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105	Contracter	HVAC and FSS Start Up	0%	3 days	6/6/2022	6/8/2022	104	106																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</



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Date: 12/2/2021

Task

Split

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Summary

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Inactive Task

Inactive Milestone

Inactive Summary

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Start-only

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External Tasks

External Milestone

Deadline

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Manual Progress

EXHIBIT C.1*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 85*

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 41,754,828	\$ 3,117,312	\$ 38,637,516
Phase 2	\$ -	\$ 43,222,351	\$ 4,212,845	\$ 39,009,506
Phase 3	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
Phase 4	\$ -	\$ 20,732,003	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 162,045,907	\$ 13,570,061	\$ 148,475,846
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 162,045,907	\$ 13,570,061	\$ 204,374,364
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,267,438	\$ 326,744	\$ 2,940,694
LMR Unilateral Amendments		\$ 1,266,540	\$ 126,654	\$ 1,139,886
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
SUBTOTAL	\$ 130,552,956	\$ 174,280,584	\$ 21,708,902	\$ 283,124,637
TOTAL CONTRACT SUM:	\$174,280,584			
LMR Discounts ^(Note 2)	-\$16,815,301			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$214,667,802			

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.

AGENDA ITEM C - ENCLOSURE

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3-22)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
A.1.1		Project Management Staffing Plan Delivered	-	-	Included	\$ -	\$ -
A.1.2		Overview and Scope Delivered	-	-	Included	\$ -	\$ -
A.1.3		Communications Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.4		Initial Integrated Master Schedule Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1.5		Documentation Plan Delivered	-	-	Included	\$ -	\$ -
A.1.6		Quality Control Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.7		Change Order/Change Management Plan Delivered	-	-	Included	\$ -	\$ -
A.1.8		Initial Risk Management Plan Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1		Project Management Plan - Final	-	-	\$ 112,055	\$ 11,206	\$ 100,850
B.1.6		FCC License and Application Forms	-	-	Included	\$ -	\$ -
B.1.12		Coverage Modeling Tool and Training	-	-	Included	\$ -	\$ -
B.1.14.1		Detailed Project Description - 50% of sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.1		Detailed Project Description - Final 50% of Sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.2		RF Emission Safety Report Delivered	-	-	Included	\$ -	\$ -
B.1.14.3.3.29.1		DTVRS Design – Digital Trunked Voice Radio Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.1		80% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 1,965,745		\$ 1,965,745
B.1.14.3.3.29.1		20% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 491,436	\$ 245,718	\$ 245,718
B.1.14.3.3.29.2		ACVRS Design – Analog Conventional Voice Radio Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.2		80% ACVRS Design – Analog Conventional Voice Radio Subsystem	-	-	\$ 446,491		\$ 446,491
B.1.14.3.3.29.2		20% ACVRS Design – Analog Conventional Voice Radio Subsystem	-	-	\$ 111,623	\$ 55,811	\$ 55,812
B.1.14.3.3.29.3		LARTCS Design – Los Angeles Regional Tactical Communications Subsystem:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.3		80% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 486,144		\$ 486,144
B.1.14.3.3.29.3		20% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 121,535	\$ 60,768	\$ 60,767
B.1.14.3.3.29.4		NMDN Design – Narrowband Mobile Data Network	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.4		80% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 113,646		\$ 113,646
B.1.14.3.3.29.4		20% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 28,412	\$ 14,206	\$ 14,206
B.1.14.3.3.29.5		Consoles Design	-	-	Included		
B.1.14.3.3.29.6		Logging Recorder Description	-	-	Included		
B.1.14.3.3.29.7		Site Interconnection/Backhaul Subsystem Description:	-	-	\$ -	\$ -	\$ -
B.1.14.3.3.29.7		80% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 170,323		\$ 170,323
B.1.14.3.3.29.7		20% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 42,581	\$ 21,290	\$ 21,291
B.1.14.3.3.29.8		System Management and Monitoring Subsystem Description	-	-	Included		
B.1.14.3.3.29.9		Inventory and Maintenance Tracking Subsystem Description	-	-	Included		
B.1.14.3		LMR Final System Design Approval ^(Note 1)	-	-	\$ 757,702	\$ 75,770	\$ 681,932
B.1.15		Inventory and Maintenance Tracking Subsystem	-	-	\$ 974,026	\$ 97,403	\$ 876,623
Base.22.3.2		Project Management for Phase 1 – System Design Monthly Reports	-	-	Included	\$ -	\$ -
		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
LMR SYSTEM SITES							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site ^(Note 2)	-	-	\$ -	\$ -	\$ -
B.1.14.5	BAH	Baldwin Hills	-	-	\$ (3)	\$ (0)	\$ (3)
B.1.14.5	BJM	Black Jack Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BMT	Bald Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BRK	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.5	BUR	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.5	CCB	Compton Court Building	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.5	CLM	Claremont	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CPK	Castro Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPK	Dakin Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.5	ENC1	Eneinal 1 (Fire Camp)	-	-	\$ -	\$ -	\$ -
B.1.14.5	GRM	Green Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	HPK	Hauser Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	JPK	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF072	FS 72	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LACF077	FS 77	-	-	\$ -	\$ -	\$ -

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8, 9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3-22)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF119	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF149	FS 149	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF196	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAH	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.5	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	MDI	Mount Disappointment	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLE	Mount Lee	-	-	\$ -	\$ -	\$ -
B.1.14.5	MLM	Mira Loma Facility	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MMC	Mount McDill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.5	MVS	Monte Vista (Star Center)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	OAT	Oat Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ONK	Oat Mountain Nike	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PHN	Puente Hills	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PRG	Portal Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.5	RDNBPD	Redondo Beach PD	-	\$ -	\$ -	\$ -	\$ -
B.1.14.5	RHT	Rolling Hills Transmit	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RIH	Rio Hondo	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.5	SDW	San Dimas	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SGH	Signal Hill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.5	SPN	Saddle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SUN	Sunset Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.5	TOP	Topanga Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TPK	Tejon Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TWR	Tower Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.5	WMP	Whittaker Middle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WS1	100 Wilshire	-	-	\$ -	\$ -	\$ -
B.1.14.5	WTR	Whittaker Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.5	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.5	FCCF	L.A. County Fire Command	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
B.1.14.6		Permit Approval by Site <i>(Note 2)</i>	-	-	\$ -	\$ -	\$ -
B.1.14.6	BAH	Baldwin Hills	-	-	\$ -	\$ -	\$ -
B.1.14.6	BJM	Black Jack Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BMT	Bald Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BUR	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.6	BRK	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.6	CCB	Compton Court Building	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.6	CLM	Claremont	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CPK	Castro Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPK	Dakin Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.6	ENC1	Encinal 1 (Fire Camp)	-	-	\$ -	\$ -	\$ -
B.1.14.6	GRM	Green Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	HPK	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141

AGENDA ITEM C - ENCLOSURE

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	JPk	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF072	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF0119	FS 119	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF144	FS 144	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF149	FS 149	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF169	FS 169	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAHE	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.6	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	MDI	Mount Disappointment	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLE	Mount Lee	-	-	\$ -	\$ -	\$ -
B.1.14.6	MLM	Mira Loma Facility	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MMC	Mount McDill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTF	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6	MVS	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	OAT	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ONK	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PHN	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PRG	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.6	RDNBPD	Redondo Beach PD	-	\$ -	\$ -	\$ -	\$ -
B.1.14.6	RHT	Rolling Hills Transmit	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RIH	Rio Hondo	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.6	SDW	San Dimas	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SGH	Signal Hill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.6	SPN	Saddle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SUN	Sunset Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.6	TOP	Topanga Peak	-	-	\$ 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	LAPDVC	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					
B.1.14.6	APC	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141

AGENDA ITEM C - ENCLOSURE

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8, 9)</small>	Credits <small>(Note 11)</small>	Contract Sum - Payable Amount for Phase 1 <small>(Notes 3-22)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
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			\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 9,517	\$ 952	\$ 8,565
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 16)							
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						
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	Porthead Tank			\$ -	\$ -	\$ -
B.1.14.5	VPK	Verdugo Peak County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	Permit Approval by Site						
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	Porthead Tank			\$ -	\$ -	\$ -
B.1.14.6	VPK	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 16)			\$ -	\$ -	\$ 133,238	\$ 13,324	\$ 119,914
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 17)							
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						
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	Permit Approval by Site						
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
Subtotal for Additional Sites (Amendment No. 17)			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 18)							
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						
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	Permit Approval by Site						
B.1.14.6	BHS	Baldwin Hills County			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BKK	BKK Landfill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPW38	Los Angeles County DPW Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	POM	Pomona Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPV1	Rancho Palos Verdes			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SMMC	Santa Monica/UCLA Medical Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UCLA	UCLA (Factor Building)			\$ 2,379	\$ 238	\$ 2,141

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	WWY	Winding Way			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 18)			\$ -	\$ -	\$ 76,136	\$ 7,614	\$ 68,522
LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 21)							
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						
B.1.14.5	JPK2	Johnstone Peak - 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	Permit Approval by Site						
B.1.14.6	JPK2	Johnstone Peak - 2			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Site (Amendment No. 21)			\$ -	\$ -	\$ 9,517	\$ 952	\$ 8,565
LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 23)							
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						
B.1.14.5	IND	Industry Water Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPH	San Pedro Hill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	UNIV	Universal Studios			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAN	Lancaster			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	Permit Approval by Site						
B.1.14.6	IND	Industry Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPH	San Pedro Hill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UNIV	Universal Studios			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAN	Lancaster			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Site (Amendment No. 21)			\$ -	\$ -	\$ 38,068	\$ 3,807	\$ 34,261
CORE 1 AND REPEATER SITES (AMENDMENT NO. 3)							
B.1.14.6		Core 1 Hardware and Software	-	-	\$ 11,645,162	\$ 1,164,516	\$ 10,480,646
		Core T1 Interface Equipment	-	-	\$ 49,878	\$ 4,988	\$ 44,890
		NMS AC Power	-	-	\$ 1,308	\$ 131	\$ 1,177
		FCC License Application Preparation	-	-	\$ 7,500	\$ 750	\$ 6,750
		Remote Site AC Power	-	-	\$ 7,848	\$ 785	\$ 7,063
B.3.2 to B.3.6		Five DTNRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$ 114,476	\$ 1,030,282
B.3.2 to B.3.6		Three DTNRS 700 MHz 6 Channel ASTRO 25 Sites	-	-	\$ 404,440	\$ 40,444	\$ 363,996
B.3.2 to B.3.6		Three MCC 7500 Consoles for DTNRS	-	-	\$ 197,074	\$ 19,707	\$ 177,367
C.14		Portable Radio Upgrade Kits (2009 UASI Funds)	-	-	\$ 65,800	\$ 6,580	\$ 59,220
C.14		Portable Radio Upgrade Kits (2010 UASI Funds)	-	-	\$ 296,100	\$ 29,610	\$ 266,490
B.4.2.3		Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites	-	-	\$ 463,818	\$ 46,382	\$ 417,436
Base.22.3.2		Performance Bond for Core 1 and Repeater Sites	-	-	\$ 89,801	\$ -	\$ 89,801
Subtotal for Core 1 and Repeater Sites:			\$ -	\$ -	\$ 14,373,487	\$ 1,428,369	\$ 12,945,118
CORE 2 (AMENDMENT NO. 3)							
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
LAPDVDC Uninterruptible Power Supply (UPS)							
		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
Subtotal for Core 2 and LAPDVDC UPS:			\$ -	\$ -	\$ 4,044,926	\$ 402,026	\$ 3,642,900
CORE 2 RELOCATION (AMENDMENT NO. 16)							
		Removal and Relocation of Core 2 from LAPDVDC to PLM			\$ -	\$ -	\$ -
Subtotal for Core 2 Relocation:			\$ -	\$ -	\$ -	\$ -	\$ -
SYSTEM ON WHEELS (AMENDMENT NO. 3)							
		System on Wheels (SOW)	-	-	\$ -	\$ -	\$ -
		SOW - 95' MAST, 8' X 16' WALK-IN SHELTER	-	-	\$ 468,439	\$ 46,844	\$ 421,595
		DTNRS - ASTRO Site Repeaters (ASR)	-	-	\$ 408,816	\$ 40,882	\$ 367,934
		Core Licenses for 700/UHF ASR Sites	-	-	\$ 127,748	\$ 12,775	\$ 114,973
		Mobile Meshed VSAT Satellite System & Installation	-	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	-	-	\$ 81,116	\$ 8,112	\$ 73,004
Base.22.3.2		Performance Bond for SOW	-	-	\$ 6,345	\$ -	\$ 6,345
Subtotal for System on Wheels:			\$ -	\$ -	\$ 1,218,697	\$ 121,235	\$ 1,097,462
STATION B EQUIPMENT (AMENDMENT NO. 4)							
		DTNRS - ASTRO Site Repeaters (ASR):	\$ -	\$ -	\$ 585,803	\$ 58,580	\$ 527,223
		700 MHz ASR - 6 Channel (Phase 1/Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -
		UHF ASR - 11 Channel (Phase 1/Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -
		Core License Upgrades for ASR Sites	\$ -	\$ -	\$ 149,548	\$ 14,955	\$ 134,593
		MOTOBIDGE GX Communication Gateway	\$ -	\$ -	\$ 174,329	\$ 17,433	\$ 156,896
		Point-To-Point 4.9 GHz Backhaul	\$ -	\$ -	\$ 26,748	\$ 2,675	\$ 24,073
		Mobile Meshed VSAT Satellite System & Installation	\$ -	\$ -	\$ 126,233	\$ 12,623	\$ 113,610

AGENDA ITEM C - ENCLOSURE

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
		MSI Design and Implementation Services	\$ -	-	\$ 99,820	\$ 9,982	\$ 89,838
Base.22.3.2		Performance Bond for Station B Equipment	\$ -	-	\$ 6,566	\$ -	\$ 6,566
Subtotal for Station B Equipment:			\$ -	\$ -	\$ 1,169,047	\$ 116,248	\$ 1,052,799
PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1 (AMENDMENT NO. 2)							
B.1.14.1		Detailed Project Description for Bounded Area Coverage at the following Sites: (Note 4)					
		Century Plaza	-	-	\$ 9,674	\$ 967	\$ 8,707
		LAC/HARBOR+UCLA MEDICAL CENTER	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS30	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 51	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 151	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 164	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 173	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 005	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 079	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 084	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 088	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 095	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Carson	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		San Pedro City Hall	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		West Hollywood Sheriff Station	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Bounded Area Coverage Project Descriptions:			\$ -	\$ -	\$ 173,110	\$ 17,311	\$ 155,799
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES (AMENDMENT NO. 9)							
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
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 303,524	\$ 30,352	\$ 273,172
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 10)							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Agoura Hills (AGH)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 11,674	\$ 1,167	\$ 10,507
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 11)							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Olinda	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		H-17A	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 23,348	\$ 2,335	\$ 21,013
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 15)							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.1	BHS	Baldwin Hills County			\$ 11,674	\$ 1,167	\$ 10,507
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
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 105,066	\$ 10,507	\$ 94,559
PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)							
		LACFI34			\$ -	\$ -	\$ -
Total for System Redesign:					\$ -	\$ -	\$ -
PROJECT DESCRIPTION WORK (AMENDMENT NO. 18)							
	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
Total for Project Description Work:					\$ 23,348	\$ 2,335	\$ 21,013
LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)							
		License Coordination Fees	-	-	\$ 20,240	\$ -	\$ 20,240
Total for License Coordination Fees:			\$ -	\$ -	\$ 20,240	\$ -	\$ 20,240
PORTABLE RADIO EQUIPMENT, CONSOLETTES, & CONSOLES (AMENDMENT NO. 7)							
		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/te/ APX 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.	-	-	\$ 216,215	\$ -	\$ 216,215
		Subscriber Maintenance for 20 APX 7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LITE)	-	-	\$ 5,724	\$ -	\$ 5,724
		Subscriber Maintenance for 10 APX 7500 Console/tes 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
Total for Portable Radio Equipment, Console/tes, & Consoles:			\$ -	\$ -	\$ 5,177,051	\$ -	\$ 5,177,051
PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8)							
		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
Total for Portable Radio Equipment:			\$ -	\$ -	\$ 3,671,006	\$ -	\$ 3,671,006
POWER LOAD STUDY COSTS (AMENDMENT NO. 10)							
2.2.16		Power Load Study Cost(s)					
		Airport Courthouse (APC)			\$ 8,425	\$ -	\$ 8,425
		Inglewood Courthouse (ICC)			\$ 8,425	\$ -	\$ 8,425
Total for Power Load Study Costs:			\$ -	\$ -	\$ 16,850	\$ -	\$ 16,850
FCC LICENSING (AMENDMENT NO. 12)							
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

AGENDA ITEM C - ENCLOSURE

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
Total for FCC Licensing:			-	-	\$ 423,117	\$ 42,312	\$ 380,805
SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)							
		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			\$	\$	\$
Total for Specified Equipment Bridge Warranty:					\$	\$	\$
PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 12)							
		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
Total for Portable Radio Equipment					\$ 386,234		\$ 386,234
LEASE EXHIBIT (AMENDMENT NO. 13)							
		Baldwin Hills			\$	\$	\$
		Black Jack Peak			\$	\$	\$
		Bald Mountain			\$	\$	\$
		Compton Court Building			\$	\$	\$
		Claremont			\$	\$	\$
		Castro Peak			\$	\$	\$
		Dakin Peak			\$	\$	\$
		Encinal 1 (Fire Camp)			\$	\$	\$
		L.A. County Fire Command			\$	\$	\$
		Green Mountain			\$	\$	\$
		Hauser Peak			\$	\$	\$
		Mira Loma Facility			\$	\$	\$
		Mount McDill			\$	\$	\$
		Monte Vista (Star Center)			\$	\$	\$
		Oat Mountain			\$	\$	\$
		Oat Mountain Nike			\$	\$	\$
		Puente Hills			\$	\$	\$
		Pomona 1620 Hillcrest			\$	\$	\$
		Rolling Hills Transmit			\$	\$	\$
		Rio Hondo			\$	\$	\$
		San Dimas			\$	\$	\$
		Signal Hill			\$	\$	\$
		Saddle Peak			\$	\$	\$
		Topanga Peak			\$	\$	\$
		Tejon Peak			\$	\$	\$
		Tower Peak			\$	\$	\$
		100 Wilshire			\$	\$	\$
		Airport Courthouse			\$	\$	\$

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

Deliverable/ Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3-22)	10% Holdback Amount	Payable Amount Less 10% Holdback
		Olinda			\$	\$	\$
		Total for Lease Exhibit			\$	\$	\$
STATION B & SOW REPROGRAMMING (AMENDMENT NO. 14)							
		Equipment			\$ 15,260		\$ 15,260
		MSI Design and Implementation Services			\$ 43,848		\$ 43,848
		Special Temporary Authority			\$ 5,148		\$ 5,148
		Total for Station B & Sow Reprogramming			\$ 64,256	\$ -	\$ 64,256
SYSTEM REDESIGN (AMENDMENT NO. 16)							
		LMR System Redesign			\$ 1,054,440	\$ -	\$ 1,054,440
		Total for System Redesign:			\$ 1,054,440	\$ -	\$ 1,054,440
3D MODELING (AMENDMENT NO. 20)							
		3D Modeling			\$ 6,534	\$ 653	\$ 5,881
		Total for Phase 3 Credits:			\$ 6,534	\$ 653	\$ 5,881
ADAPTERS FOR DISPATCHER HEADSETS FOR COMPATABILITY WITH CONSOLETES (AMENDMENT NO. 23)							
		Adapters for Dispatcher Headsets for Compatability with Console Desk Radios (6 at \$158 Each)			\$ 948	\$ 95	\$ 853
		Total for Adapters for Dispatcher Headset for Compatability with Console Desk Radios:			\$ 948	\$ 95	\$ 853
LA-RICS Uninterruptible Power Supply (UPS) EQUIPMENT REMOVAL (AMENDMENT NO. 34 and AMENDMENT NO. 35)							
		Removal of LA-RICS UPS equipment located at the LAPDVDC site			\$ 6,611	\$ -	\$ 6,611
		Total for LA-RICS Uninterruptible Power Supply (UPS) Equipment Removal:			\$ 6,611	\$ -	\$ 6,611
Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 34)							
		Bridge Warranty Extension for the Early Deployment/Specified Equipment			\$	\$	\$
		Total for Early Deployment/Specified Equipment Bridge Warranty Extension:			\$	\$	\$
Total for Phase 1 - System Design			\$ -	\$ -	\$ 41,754,828	\$ 3,117,312	\$ 38,637,516

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

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

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

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

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

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

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

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

Note 9: Pursuant to Amendment No. Seven, effective as of May 8, 2014, Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios, radio accessories, consolelets, and consoles. In connection therewith, a Unilateral Option Sum in the amount of \$5,177,051 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Seven, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

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

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

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

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

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

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

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

AGENDA ITEM C - ENCLOSURE

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Unilateral Option Sum <small>(Notes 3, 5, 6, 7, 8,9)</small>	Credits <small>(Note 11)</small>	Contract Sum - Payable Amount for Phase 1 <small>(Notes 3-22)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
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Note 17: Pursuant to Amendment No. Fifteen effective December 22, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 15 to reflect Project Description Work for eleven (11) potential sites, for a total cost of \$128,414.

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

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

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

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

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

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2		Site Construction						
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 1,064,006	\$ 106,401	\$ 957,605
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ 7,780	\$ 778	\$ 7,002
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 1,036,474	\$ 103,647	\$ 932,826
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JKK	Johnstone Peak		\$ -	\$ -	\$ 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 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	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 770,946	\$ 77,095	\$ 693,851
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 544,369	\$ 54,437	\$ 489,932
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 739,261	\$ 73,926	\$ 665,335
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 735,910	\$ 73,591	\$ 662,319
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 438,967	\$ 43,897	\$ 395,071
B.2.2	MCI	MCI		\$ -	\$ -	\$ 119,825	\$ 11,983	\$ 107,843
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		\$ -	\$ -	\$ 406,568	\$ 40,657	\$ 365,911
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 1,019,370	\$ 101,937	\$ 917,433
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 591,434	\$ 59,143	\$ 532,291
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ 629,583	\$ 62,958	\$ 566,625
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Site Construction and Modifications Site Detail				\$ -	\$ -	\$ 17,048,651	\$ 1,704,865	\$ 15,343,786
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	Portshead Tank		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 9,586,335	\$ 958,634	\$ 8,627,702
		Project Management	Included		\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Lease Costs		N/A	\$ -	\$ -	\$ -	\$ -
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.2.2		Phase 2 Completion Acceptance				\$ 8,963,267	\$ 896,327	\$ 8,066,940
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.2.2		Site Construction						
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
ADDITIONAL SITES (AMENDMENT NO. 25)								
B.2.2		Site Construction						
B.2.2	BHS	Baldwin Hills County				\$ 744,255	\$ 74,426	\$ 669,830
B.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38				\$ 746,949	\$ 74,695	\$ 672,254
B.2.2	RPV1	Rancho Palos Verde				\$ 344,492	\$ 34,449	\$ 310,043
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.2.2		Site Construction						
B.2.2	LAN	Lancaster		\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.2.2		Site Construction						
B.2.2	BKK	BKK Landfill				\$ 313,118	\$ 31,312	\$ 281,806
B.2.2	UCLA	UCLA (Factor Building)				\$ 420,011	\$ 42,001	\$ 378,010
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 733,129	\$ 73,313	\$ 659,816
ADDITIONAL SITES (AMENDMENT NO. 29)								
B.2.2		Site Construction						
B.2.2	POM	Pomona Courthouse				\$ 308,134	\$ 30,813	\$ 277,321
Subtotal for Additional Sites (Amendment No. 29)						\$ 308,134	\$ 30,813	\$ 277,321
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.2.2		Site Construction						
B.2.2	UNIV	Universal Studios				\$ 425,840	\$ 42,584	\$ 383,256
Subtotal for Additional Sites (Amendment No. 30)						\$ 425,840	\$ 42,584	\$ 383,256
ADDITIONAL SITE (AMENDMENT NO. 34)								
B.2.2		Site Construction						
B.2.2	INDWT	Industry Water Tank				\$ 503,314	\$ 50,331	\$ 452,983
Subtotal for Additional Sites (Amendment No. 34)						\$ 503,314	\$ 50,331	\$ 452,983
ADDITIONAL SITE (AMENDMENT NO. 35)								
B.2.2		Site Construction						
B.2.2	WWY	Winding Way				\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)						\$ -	\$ -	\$ -
ADDITIONAL SITE (AMENDMENT NO. 36)								
B.2.2		Site Construction						
B.2.2	SPH	San Pedro Hill				\$ 1,190,563	\$ 119,056	\$ 1,071,507
Subtotal for Additional Sites (Amendment No. 36)						\$ 1,190,563	\$ 119,056	\$ 1,071,507
ADDITIONAL SITE (AMENDMENT NO. 50)								
B.2.2		Site Construction						
B.2.2	ESR	East Sunset Ridge				\$ 1,149,568	\$ 114,957	\$ 1,034,611
Subtotal for Additional Sites (Amendment No. 50)						\$ 1,149,568	\$ 114,957	\$ 1,034,611

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable <i>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</i>	Phase 2 Total					
			Qty.	Unilateral Option Sum Incuding Project Management	Credits <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 2 <i>(Note 1,2,3,4,5)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)				\$ -	\$ -	\$ 43,222,351	\$ 4,212,845	\$ 39,009,506

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.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	Total 10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 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		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.2	MCI	MCI				\$ 375,234	\$ 37,523	\$ 337,711
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		\$ -	\$ -	\$ 48,997	\$ 4,900	\$ 44,097
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 /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	Total 10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 0	\$ 0	\$ 0
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				\$ -	\$ -	\$ 3,691,358	\$ 369,136	\$ 3,322,222
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		\$ -	\$ -	\$ -	\$ -	\$ -
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
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ -	\$ -
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
B.4.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ -	\$ -
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
B.4.2.2	PWT	Portershead Tank		\$ -	\$ -	\$ -	\$ -	\$ -
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
Subtotal for Additional Sites (Amendment No. 29)				\$ -	\$ -	\$ 104,593	\$ 10,459	\$ 94,134

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	Total 10% Holdback Amount	Payable Amount Less 10% Holdback
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	\$ -	\$ -
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	Included	\$ -	\$ -

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	Total 10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	As provided for in Base.11.2.1	\$ -	\$ -
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ -	\$ -	\$ -
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500		\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,504	\$ 1,024,150	\$ 9,217,354
Total for Phase 4 - LMR System Implementation:				\$ -	\$ -	\$ 20,732,003	\$ 2,009,828	\$ 18,722,174

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.

EXHIBIT C.7 - SCHEDULE OF PAYMENTS

BOUNDED AREA COVERAGE ADDITIVE ALTERNATE ^(Note 1)

Site Name	Site Abbreviation	Unilateral Option Sum for Phase 1 ^{Note 3}	Unilateral Option Sum for Phase 2	Unilateral Option Sum for Phase 3	Unilateral Option Sum for Phase 4	Total Unilateral Option Sum Per Site ^{Note 2}	Credits ^{Note 4}	Contract Sum - Payable Amount Per Site
Century Plaza	CEP	\$ 874	\$ 10,567	\$ 763,508	\$ 38,584	\$ 813,532		\$ 9,674
LAC/HARBOR+UCLA MEDICAL CENTER	HUC	\$ 34,728	\$ 429,642	\$ 714,511	\$ 82,150	\$ 1,261,032		\$ 11,674
FS 30	LACF030	\$ 33,711	\$ 414,324	\$ 718,324	\$ 63,971	\$ 1,230,329		\$ 11,674
FS 51	LACF051	\$ 32,158	\$ 473,643	\$ 818,630	\$ 75,636	\$ 1,400,066		\$ 11,674
FS 151	LACF151	\$ 38,016	\$ 418,637	\$ 1,027,259	\$ 79,719	\$ 1,563,631		\$ 11,674
FS 164	LACF164	\$ 33,169	\$ 317,074	\$ 800,158	\$ 64,279	\$ 1,214,680		\$ 11,674
FS 173	LACF173	\$ 34,843	\$ 415,458	\$ 801,711	\$ 68,112	\$ 1,320,124		\$ 11,674
FS 005	LAFD005	\$ 34,843	\$ 415,458	\$ 786,534	\$ 68,112	\$ 1,304,947		\$ 11,674
FS 079	LAFD079	\$ 36,939	\$ 470,171	\$ 732,605	\$ 71,798	\$ 1,311,513		\$ 11,674
FS 084	LAFD084	\$ 34,843	\$ 473,643	\$ 803,256	\$ 75,636	\$ 1,387,378		\$ 11,674
FS 088	LAFD088	\$ 34,843	\$ 473,643	\$ 802,971	\$ 86,456	\$ 1,397,914		\$ 11,674
FS 095	LAFD095	\$ 38,071	\$ 473,643	\$ 803,137	\$ 75,636	\$ 1,390,487		\$ 11,674
Carson	LASDCSN	\$ 32,037	\$ 315,940	\$ 709,668	\$ 61,628	\$ 1,119,273		\$ 11,674
San Pedro City Hall	SCH	\$ 30,003	\$ 261,963	\$ 741,252	\$ 70,396	\$ 1,103,613		\$ 11,674
West Hollywood Sheriff Station	WHD	\$ 31,135	\$ 327,944	\$ 801,933	\$ 129,844	\$ 1,290,856		\$ 11,674
Total Unilateral Option Sum for Bounded Area Coverage by Phase:		\$ 480,210	\$ 5,691,752	\$ 11,825,457	\$ 1,111,956	\$ 19,109,375		173,110

Note 1: Depending on the timing of exercising these Bounded Area Coverage Additive Alternates, this Payment Schedule may need to be adjusted.

Note 2: Unilateral Option Sums are converted to Contract Sums as provided for in the Base Document. Additionally, holdbacks will be taken for these Bounded Area Coverage Additive Alternates as provided for in the Base Document.

Note 3: Pursuant to Amendment No. Two, effective as of October 29, 2013, the Authority exercised the Unilateral Option for all work pertaining to Bounded Area Coverage Project Descriptions for Phase 1. In connection therewith, the Unilateral Option Sum for Bounded Area Coverage Project Descriptions for Phase 1 in the amount of \$173,110 was converted into a Contract Sum. The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

EXHIBIT C.8 - SCHEDULE OF PAYMENTS

MANDATORY BUILDING COVERAGE ADDITIVE ALTERNATE ^(Note 1)

Site Name	Agency	Address	City	Zip	Site Type	Total Unilateral Option Sum Per Site
Los Angeles Convention Center	LAFD	1201 S Figueroa St	Los Angeles	90015	Convention Center	\$ 1,760,696
CP-19	LA County-FD	22550 East Fork Road	Azusa	91702	Fire Station	\$ 77,370
CP-14	LA County-FD	35100 San Francisco Canyon Road	Saugus	91350	Fire Station	\$ 86,952
Lifeguard Division	LA County-FD	2300 Ocean Front Walk	Venice	90291	Fire Station	\$ 84,291
Life Guard Training Center	LA County-FD	2600 Strand	Manhattan Beach	90266	Fire Station	\$ 86,952
FS-093	LA County-FD	37941 57th Street East	Palmdale	93551	Fire Station	\$ 73,643
Zuma Lifeguard HQ	LA County-FD	30050 Pacific Coast Highway	Malibu	90265	Fire Station	\$ 73,643
FS-069-	LA County-FD	401 S Topanga Cyn Blvd	Topanga	90290	Fire Station	\$ 75,240
FS-157	LA County-FD	15921 Spunky Cyn Road	Green Valley	91350	Fire Station	\$ 75,773
FS-078-	LA County-FD	17021 W Elizabeth Lake Road	Lake Hughes	93532	Fire Station	\$ 76,837
FS-107-	LA County-FD	18239 W Soledad Canyon Road	Canyon Country	91351	Fire Station	\$ 77,902
Baywatch Avalon HQ	LA County-FD	440 Avalon Canyon Road	Avalon	90704	Fire Station	\$ 78,435
FS-049-	LA County-FD	13820 S La Mirada Blvd	La Mirada	90638	Fire Station	\$ 78,435
FS-082	LA County-FD	352 W Foothill Blvd	La Canada Flintridge	91011	Fire Station	\$ 78,435
FS-120	LA County-FD	1051 S Grand Ave	Diamond Bar	91765	Fire Station	\$ 78,435
FS-145	LA County-FD	1525 S Nogales Avenue	Rowland Heights	91748	Fire Station	\$ 78,435
FS-106	LA County-FD	27413 Indian Peak Road	Rolling Hills	90275	Fire Station	\$ 78,967
FS-129	LA County-FD	42110 6th Street West	Lancaster	93534	Fire Station	\$ 78,967
FS-010	LA County-FD	1860 E Del Amo	Carson	90746	Fire Station	\$ 81,629
FS-089	LA County-FD	29575 Canwood St.	Agora Hills	90301	Fire Station	\$ 84,823
FS005	LAFD	8900 S EMERSON AVE	Westchester	90045	Fire Station	\$ 84,823
FS-030	LA County-FD	19030 Pioneer Blvd	Cerritos	90703	Fire Station	\$ 86,952
Santa Monica HQ	LA County-FD	1642 Promenade	Santa Monica	90401	Fire Station	\$ 86,952
FS-161	LA County-FD	4475 W El Segundo Blvd	Hawthorne	90250	Fire Station	\$ 89,082
FS-027	LA County-FD	6031 Rickenbacker Road	Commerce	90040	Fire Station	\$ 90,147
FS-154	LA County-FD	401 N Second Avenue	Covina	91723	Fire Station	\$ 90,147
FS-028	LA County-FD	7733 Greenleaf Ave	Whittier	90602	Fire Station	\$ 91,211
FS-064	LA County-FD	164 S Walnut Ave	San Dimas	91773	Fire Station	\$ 92,276
FS-126	LA County-FD	26320 Citrus Drive	Santa Clarita	91355	Fire Station	\$ 96,002
FS-033	LA County-FD	44947 Date Avenue	Lancaster	93534	Fire Station	\$ 96,535
FS-164	LA County-FD	6301 S Santa Fe Avenue	Huntington Park	90255	Fire Station	\$ 97,600
FS021	LAFD	1192 E 51ST ST	Los Angeles	90011	Fire Station	\$ 97,600
FS094	LAFD	4470 COLISEUM ST	Los Angeles	90008	Fire Station	\$ 98,132
FS081	LAFD	14355 W ARMINA ST	Panorama City	91402	Fire Station	\$ 99,729
FS-118	LA County-FD	17056 Gale Ave	Industry	91745	Fire Station	\$ 100,794
FS-171	LA County-FD	141 W Regent St	Inglewood	90301	Fire Station	\$ 110,909
FS-007	LA County-FD	846 N San Vicente Blvd	West Hollywood	90069	Fire Station	\$ 112,506
LAFD Air Operations	LAFD	16617 Arminia St.	Los Angeles	91406	Fire Station	\$ 113,570
FS064	LAFD	10811 SOUTH MAIN STREET	Los Angeles	90064	Fire Station	\$ 139,656
FS-181	LA County-FD	590 S Park Avenue	Pomona	91766	Fire Station	\$ 147,109
FS004	LAFD	450 E Temple St.	Los Angeles	90012	Fire Station	\$ 151,900
FS084	LAFD	21050 W BURBANK BLVD	Woodland Hills	91367	Fire Station	\$ 157,756
FS087	LAFD	10124 BALBOA BL	North Hills	91344	Fire Station	\$ 160,951
Public Safety Building and new F.S.-4	LAFD	450 East Temple Street	Los Angeles	90012	Government Office Building	\$ 78,435
LAFD Supply and Maintenance	LAFD	140 N. Avenue 19	Los Angeles	90031	Government Office Building	\$ 82,693
LAFD Coldwater Back-up Center	LAFD	12520 Mulholland Dr.	Los Angeles	90210	Government Office Building	\$ 86,952
City Hall (Harbor) Municipal Building	LAFD	638 S. Beacon St.	Los Angeles	90731	Government Office Building	\$ 156,692
FHMTCC	LAFD	1700 Stadium Way	Los Angeles	90012	Government Office Building	\$ 185,972
LAPD Communication (Valley)	LAFD	23001 Rosecoe Blvd	West Hills	91304	Government Office Building	\$ 233,352
DWP Building	LAFD	111 N. Hope St.	Los Angeles	90012	Government Office Building	\$ 523,489
Stanley Mosk Court*	COURT	111 N. Hill St.	Los Angeles	90012	Government Office Building	\$ 550,107
Foltz Central Justice Center (CJC)	COURT	210 W. Temple St.	Los Angeles	90012	Government Office Building	\$ 695,974
City Hall East (CHE)	LAFD	200 N. Main St	Los Angeles	90012	Government Office Building	\$ 134,332
City Hall (Valley)	LAFD	14410 Sylvan St.	Los Angeles	91401	Government Office Building	\$ 172,130
LAPD Communications (Metro)	LAFD	100 N. Los Angeles St	Los Angeles	90012	Government Office Building	\$ 145,512
City Hall (Metro)	LAFD	200 N. Spring St.	Los Angeles	90012	Government Office Building	\$ 412,225
LAFD Fig Plaza	LAFD	221 N. Figueroa St.	Los Angeles	90012	Government Office Building	\$ 451,087
Piper Technical Center	LAFD	555 Ramirez St.	Los Angeles	90012	Government Office Building	\$ 596,954
County USC Medical Center	LAFD	1200 N. State St.	Los Angeles	90033	Hospital	\$ 117,119
UCLA Medical Center	LAFD	10833 Le Conte Ave	Los Angeles	90024	Hospital	\$ 322,824
LAC+USC Med Ctr.	LASD-OCS	1200 N. State St.	Los Angeles	90033	Hospital	\$ 100,638
LAC+USC Med Ctr (New)	LASD-OCS	1983 Marengo St.	Los Angeles	90033	Hospital	\$ 424,015
LAC+USC Med Ctr (New)	LASD-OCS	1100 State St.	Los Angeles	90033	Hospital	\$ 1,005,098
LAC+USC Med Ctr (New)	LASD-OCS	2051 Marengo St.	Los Angeles	90033	Hospital	\$ 2,589,405

AGENDA ITEM C - ENCLOSURE

EXHIBIT C.8 - SCHEDULE OF PAYMENTS

MANDATORY BUILDING COVERAGE ADDITIVE ALTERNATE ^(Note 1)

Site Name	Agency	Address	City	Zip	Site Type	Total Unilateral Option Sum Per Site
Inmate Reception Center	LASD-JAIL	450 Bauchet St	Los Angeles	90012	Jail-Dense	\$ 146,506
Pitches Detention Center-East Facility	LASD-JAIL	29310 The Old Rd-	Castaic-	91384	Jail-Dense	\$ 459,534
Century Regional Detention Facility-	LASD-JAIL	11705 Alameda St	Lynwood	90262	Jail-Dense	\$ 481,766
Men's Central Jail	LASD-JAIL	441 Bauchet St	Los Angeles	90012	Jail-Dense	\$ 556,637
Twin Towers Correctional Facility	LASD-JAIL	450 Bauchet St-	Los Angeles	90012	Jail-Dense	\$ 1,282,991
North County Correctional Facility	LASD-JAIL	29340 The Old Road-	Saugus-	91350	Jail-Dense	\$ 2,589,405
Metropolitan Detention Center-Parking Area	LAPD	180 North Los Angeles Street	Los Angeles	90012	Police Parking Garage	\$ 92,276
North Hollywood Area station Parking Area	LAPD	11640 Burbank Boulevard	North Hollywood	91601	Police Parking Garage	\$ 128,477
Olympic Area station Parking Area	LAPD	1130 South Vermont Street	Los Angeles	90006	Police Parking Garage	\$ 138,059
77TH Street Area Complex Parking Area	LAPD	7600 South Broadway	Los Angeles	90003	Police Parking Garage	\$ 130,074
Crenshaw Shopping Center substation-Parking Area	LAPD	3400 Slauson Avenue	Los Angeles	90043	Police Parking Garage	\$ 155,840
Central Area Complex Parking Area	LAPD	251 East 6TH Street	Los Angeles	90013	Police Parking Garage	\$ 227,496
Police Administration Facility (New) Parking Area	LAPD	100 West First Street	Los Angeles	90012	Police Parking Garage	\$ 318,849
Olympic Area station	LAPD	1130 South Vermont Avenue	Los Angeles	90006	Police Station	\$ 80,564
West Los Angeles Area station	LAPD	1663 Butler Avenue	Los Angeles	90025	Police Station	\$ 80,564
Pacific Area station	LAPD	12312 Culver Boulevard	Los Angeles	90066	Police Station	\$ 87,421
Devonshire Area station	LAPD	10250 Etiwanda Avenue	Northridge	91326	Police Station	\$ 91,744
Metro Bomb Squad Facility	LAPD	2029 North Main Street	Los Angeles	90031	Police Station	\$ 119,959
Mission Area station	LAPD	11121 North Sepulveda Boulevard	Mission Hills	91345	Police Station	\$ 128,477
Van Nuys Area station	LAPD	6240 Sylmar Avenue	Van Nuys	91401	Police Station	\$ 135,717
Newton Area station	LAPD	3400 South Central Avenue	Los Angeles	90011	Police Station	\$ 138,059
North Hollywood Area station	LAPD	11640 Burbank Boulevard	North Hollywood	91601	Police Station	\$ 139,124
Southwest Area station	LAPD	1546 West Martin Luther King Jr. Boulevard	Los Angeles	90062	Police Station	\$ 143,489
Northeast Area station	LAPD	3353 San Fernando Road	Los Angeles	90065	Police Station	\$ 147,642
Wilshire Area station	LAPD	4861 Venice Boulevard	Los Angeles	90019	Police Station	\$ 147,642
Southeast Area station	LAPD	145 West 108th Street	Los Angeles	90061	Police Station	\$ 159,141
Valley Jail Section	LAPD	6240 Sylmar Avenue	Van Nuys	91401	Police Station	\$ 163,612
Central Area Complex	LAPD	251 East Sixth Street	Los Angeles	90014	Police Station	\$ 168,936
West Valley Area facility	LAPD	19020 Vanowen Street	Reseda	91335	Police Station	\$ 176,708
Harbor Area station	LAPD	2175 John S. Gibson Boulevard	San Pedro	90731	Police Station	\$ 129,541
North Annex Facility	LASD-JAIL	29330 Old School Road-	Castaic-	91384	Police Station	\$ 134,865
Topanga Area station	LAPD	21501 Schoenborn Street	Canoga Park	91304	Police Station	\$ 139,656
Rampart Area station	LAPD	1401 West Sixth Street	Los Angeles	90017	Police Station	\$ 144,447
Metropolitan Detention Center	LAPD	180 North Los Angeles Street	Los Angeles	90012	Police Station	\$ 156,159
Police Administration Building (Parker Center)	LAPD	150 North Los Angeles Street	Los Angeles	90012	Police Station	\$ 163,399
Hollenbeck Area station	LAPD	2111 East First Street	Los Angeles	90033	Police Station	\$ 166,807
Emergency Operations Center	LAPD	500 East Temple Street, Room 10	Los Angeles	90012	Police Station	\$ 182,777
77TH Street Area Complex	LAPD	7600 South Broadway	Los Angeles	90003	Police Station	\$ 185,972
South Traffic Division	LAPD	4125 South Crenshaw Boulevard	Los Angeles	90008	Police Station	\$ 203,273
Property Division	LAPD	180 North Los Angeles Street, Basement	Los Angeles	90012	Police Station	\$ 233,671
Operations Valley Bureau	LAPD	7870 Nollan Place	Panorama City	91402	Police Station	\$ 234,949
Valley Traffic Division station	LAPD	7870 North Nollan Place	Van Nuys	91402	Police Station	\$ 288,452
Hall of Justice	LASD-OCS	211 W. Temple Street	Los Angeles	90012	Police Station	\$ 417,016
Hermosa HQ	LA County FD	1200 Strand	Hermosa Beach	90254	Police Station	\$ 82,161
Staples Center & Ritz Carlton Hotel	LAFD	1111 S. Figueroa St. & 710 W. Olympic Blvd.	Los Angeles	90015	Sports arena and hotel	\$ 1,002,614
Dodger Stadium	LAFD	1000 Elysian Park Ave.	Los Angeles	90012	Sports Stadium	\$ 505,122
Los Angeles Memorial Coliseum	LAFD	3911 S. Figueroa St.	Los Angeles	90037	Sports Stadium	\$ 1,817,659
Total Unilateral Option Sums for Mandatory Building Coverage:						\$ 29,828,448

Note 1: Unilateral Option Sums are converted to Contract Sums as provided for in the Base Document. Additionally, holdbacks will be taken for these Mandatory Building Coverage Additive Alternates as provided for in the Agreement.

EXHIBIT C.9 - SCHEDULE OF PAYMENTS

METRORAIL COVERAGE ADDITIVE ALTERNATE

Site Name	Site Abbreviation	Unilateral Option Sum for Phase 1	Unilateral Option Sum for Phase 2	Unilateral Option Sum for Phase 3	Unilateral Option Sum for Phase 4	Total Unilateral Option Sum Per Site ^(Note 1)
Added DTVRS 700 MHz Site for Rail	LACFCP11	\$ 100,258	\$ 469,296	\$ 318,454	\$ 264,700	\$ 1,152,708
Red Line Subway Stations (Qty 14)		\$ 271,777	\$	\$ 1,483,399	\$ 282,369	\$ 2,037,545
Purple Line Subway Stations (Qty 8)		\$ 156,085	\$	\$ 847,657	\$ 161,354	\$ 1,165,095
Gold Line Subway Stations (Qty 2)		\$ 39,021	\$	\$ 211,914	\$ 40,338	\$ 291,274
Blue Line Subway Stations (Qty 1)		\$ 19,511	\$	\$ 105,957	\$ 20,169	\$ 145,637
Total Amount Payable for Metrorail Coverage by Phase:		\$ 586,653	\$ 469,296	\$ 2,967,381	\$ 768,930	\$ 4,792,260

Note 1: Unilateral Option Sums are converted to Contract Sums as provided for in the Base Document. Additionally, holdbacks will be taken for these Metrorail Coverage Additive Alternates as provided for in the Agreement.

EXHIBIT C.10 - SCHEDULE OF PAYMENTS

SYSTEM MAINTENANCE AND SITE LEASES FOR ADDITIVE ALTERNATES

Deliverable	Annual Unilateral Option Sum [Note 1]															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
Additive Price applicable to Maintenance for Bounded Area Coverage	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—361,137	\$—5,417,060
Additive Price applicable to Maintenance for Mandatory Building Coverage	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—763,636	\$—11,454,545
Additive Price applicable to Maintenance for MTA Metrorail and Metrolink Coverage	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—183,250	\$—2,748,750
Additive Price applicable to Total Site Lease Costs for Bounded Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Additive Price applicable to Total Site Lease for MTA Metrorail and Metrolink Coverage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Additive Price applicable to Other (insert lines as needed) — Bounded Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Additive Price applicable to Other (insert lines as needed) — Mandatory Building Coverage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Additive Price applicable to Other (insert lines as needed) — MTA Metrorail and Metrolink Coverage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total for Additive Alternate for Maintenance and Site Lease:	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—1,308,024	\$—19,620,355

Note 1: Unilateral Option Sums are converted to Contract Sums as provided for in the Base Document.

EXHIBIT C.15 - SCHEDULE OF PAYMENTS

LMR SYSTEM DISCOUNTS

Section No. (Exhibit C or Phase)	Description	Discounts (Note 1)
Phase 1 - DISCOUNTS FOR SYSTEM DESIGN		
C.2	Discount for Dropped Sites ^(Note 2)	\$ (363,599)
Phase 3 - DISCOUNTS FOR SUPPLY LMR SYSTEM COMPONENTS		
C.4	Discount for Equipment Purchased in Phase 1 ^(Note 3)	\$ (15,295,521)
Phase 4 - DISCOUNTS FOR LMR SYSTEM IMPLEMENTATION		
C.5	Discount for Services Performed in Phase 1 ^(Note 3)	\$ (765,576)
LMR NMDM (Amendment No. 32)		
C.4	Discount from NMDM ^(Note 4,5,6)	\$ (210,259)
LMR NMDM (Amendment No. 85)		
C.2	Discount for Phase 2 Top Relay Reconciliation ^(Note 7)	\$ (180,346)
TOTAL LMR SYSTEM DISCOUNTS		\$ (16,815,301)

Note 1: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

Note 2: Pursuant to Amendment No. 16 effective December 23, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 16 to reflect (a) removal of thirty-one (31) LMR System Sites resulting in credits in the amount of \$1,132,374 for Phase 1 only; (2) addition of seventeen (17) LMR System Sites in the amount of \$635,537 which was taken from the credited amount of \$1,132,374, bringing the total amount of credits down to \$363,599 (inclusive of Phase 1 Work performed for 75% drawings and building permits in the amount of \$133,238) and reflected in the Whitaker Middle Peak site in Phase 3. Under Amendment No. 27, the remaining Discount balance of \$363,599 was moved from Phase 3 to Phase 1.

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

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

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

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

EXHIBIT C.15

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 85

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

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
Amendment No. 28					
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
Amendment No. 28 Subtotal			\$ 24,953	\$ 2,495	\$ 22,458
Amendment No. 29					
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
Amendment No. 29 Subtotal			\$ 38,456	\$ 3,846	\$ 34,610
Amendment No. 30					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
Amendment No. 30 Subtotal			\$ 4,195	\$ 420	\$ 3,776
Amendment No. 31					
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
Amendment No. 31 Subtotal			\$ 19,573	\$ 1,957	\$ 17,616
Amendment No. 33					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 33 Subtotal			\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 34					
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
Amendment No. 34 Subtotal			\$ 90,744	\$ 9,074	\$ 81,670
Amendment No. 35					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 35 Subtotal			\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 36					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
Amendment No. 36 Subtotal			\$ 4,952	\$ 495	\$ 4,457
Amendment No. 37					
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
Amendment No. 37 Subtotal			\$ 56,337	\$ 5,634	\$ 50,703
Amendment No. 38					
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
Amendment No. 38 Subtotal			\$ (47,393)	\$ (4,739)	\$ (42,654)
Amendment No. 39					
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
Amendment No. 39 Subtotal			\$ 73,606	\$ 7,361	\$ 66,245
Amendment No. 41					
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	\$ -	\$ -	\$ -
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	\$ 2,200	\$ 220	\$ 1,980
Amendment No. 41 Subtotal			\$ 245,478	\$ 24,548	\$ 220,930
Amendment No. 43 and Amendment No. 44					
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
Amendment No. 43 and Amendment No. 44 Subtotal			\$ 187,953	\$ 18,795	\$ 169,158
Amendment No. 45					
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
Amendment No. 45 Subtotal			\$ 39,050	\$ 3,905	\$ 35,145
Amendment No. 46					
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
Amendment No. 46 Subtotal			\$ 375,728	\$ 37,573	\$ 338,155

AGENDA ITEM C - ENCLOSURE

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 47					
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
Amendment No. 47 Subtotal			\$ 751,893	\$ 75,189	\$ 676,704
Amendment No. 48					
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	\$ -	\$ -	\$ -
Amendment No. 48 Subtotal			\$ 10,159	\$ 1,016	\$ 9,143
Amendment No. 49					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ -	\$ -	\$ -
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
Amendment No. 49 Subtotal			\$ 110,000	\$ 11,000	\$ 99,000
Amendment No. 50					
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
Amendment No. 50 Subtotal			\$ 375,108	\$ 37,511	\$ 337,597
Amendment No. 51					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
MSI-6096	CCB	Microwave Installation Modification	\$ -	\$ -	\$ -
Amendment No. 51 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 52					
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
Amendment No. 52 Subtotal			\$ 34,359	\$ 3,436	\$ 30,923
Amendment No. 53					
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
Amendment No. 53 Subtotal			\$ 342,460	\$ 34,246	\$ 308,214
Amendment No. 54					
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
Amendment No. 54 Subtotal			\$ 138,707	\$ 13,871	\$ 124,836
Amendment No. 55					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 196,126	\$ 19,613	\$ 176,513
Amendment No. 55 Subtotal			\$ 196,126	\$ 19,613	\$ 176,513

AGENDA ITEM C - ENCLOSURE

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
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58					
MSI-7025	UNIV	Redesign Work	\$ 61,668	\$ 6,167	\$ 55,501
Amendment No. 58 Subtotal			\$ 61,668	\$ 6,167	\$ 55,501
Amendment No. 59					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 509	\$ 51	\$ 458
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64					
MSI-7064	TWR	Survey for SCE Conveyance	\$ 8,106	\$ 811	\$ 7,295
Amendment No. 64 Subtotal			\$ 8,106	\$ 811	\$ 7,295
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 3,267,438	\$ 326,744	\$ 2,940,694

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

AGENDA ITEM C - ENCLOSURE

SCHEDULE OF PAYMENTS

EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 82	HOLDBACK
Phases 1 to 4 Holdback	13,570,061
LMR Change Order Modifications Holdback	326,744
LMR Unilateral Amendments Holdback	126,654
MPLS Mobile Backhaul Holdback	220,000
Subsystem Hold Back Total	14,243,459

Subsystem	Date of Completion	Percentage	Payment of Subsystem Phase 4 Completion Acceptance	Subsystem Acceptance Testing	Release of Holdback at each Subsystem Acceptance	Release of \$1.5M of Holdback at Final Acceptance	Release of 5% of Holdback One Year After System Acceptance	Total
NMDN (Phase 1)	7/19/2022	10%	\$921,735	\$256,323	\$550,805	\$149,481	\$705,508	\$2,583,852
DTVRS	3/10/2023	55%	\$5,069,545	\$1,409,776	\$3,079,578	\$826,817	\$3,935,112	\$14,320,828
LARTCS	7/28/2023	10%	\$921,735	\$256,323	\$556,322	\$149,481	\$705,508	\$2,589,369
ACVRS	8/3/2023	20%	\$1,843,471	\$512,646	\$1,112,754	\$300,000	\$1,423,197	\$5,192,068
NMDN (Phase 2) Completion final System Documentation	9/26/2023	5%	\$460,868	\$128,161	\$269,830	\$74,221	\$346,662	\$1,279,743
Functional Test Acceptance				\$380,828	\$21,157		\$21,157	\$423,142
Special Operational Test Acceptance				\$0	\$0		\$0	\$0
Stress Test Acceptance				\$0	\$0		\$0	\$0
Voice Aerial Coverage Test Acceptance				\$0	\$0		\$0	\$0
Voice Waterway Coverage Test Acceptance				\$0	\$0		\$0	\$0
Voice Subscriber Access Test Acceptance				\$95,207	\$5,289		\$5,289	\$105,785
NMDN CAD Baseline System Test Acceptance				\$47,603	\$2,645		\$2,645	\$52,893
Final System Acceptance		100%	\$9,217,354	\$3,086,867	\$5,598,380	\$1,500,000	\$7,145,078	\$26,547,680



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

December 20, 2021

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

Dear Directors:

**DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE,
FINALIZE AND EXECUTE A RIGHT OF ENTRY AGREEMENT WITH
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
FOR LAND MOBILE RADIO SITE**

SUBJECT

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize, and execute a Right of Entry Permit (ROE) substantially similar in form to the enclosed document for the Green Mountain Site (GRM) as identified in Enclosure 1. This agreement will grant access to the Authority and its agent, the Los Angeles Department of Water and Power (DWP), the commercial utility provider to the Authority, access to this parcel of land to perform certain utility work to an existing electrical distribution line that is necessary for delivering power to LMR Site GRM. LMR Site GRM forms part of the LMR System, which will provide needed public safety interoperable communications to the Los Angeles County region. The agreement needed is presented in substantially similar form as enclosed.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Certify that the Addendum (Enclosure 2) to the certified Final Environmental Impact Report (Final EIR) (State Clearinghouse No. 2014081025, found here: https://www.la-rics.org/wp-content/uploads/LMR-Final-EIR_03192016.pdf) has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the Authority; find that the Board of Directors for the Authority has reviewed and considered the

AGENDA ITEM D

information contained in the Addendum with the Final EIR prior to approving the project and has determined that no subsequent EIR is needed; and approve the proposed modification to existing site GRM analyzed in the Addendum.

2. Authorize the Executive Director to complete negotiations, and finalize and execute the ROE identified herein, substantially similar in form to the agreement attached hereto as Enclosure 1.

BACKGROUND

On August 1, 2019, your Board approved entering into a Telecommunications Ground Lease with the California Department of Parks and Recreation (CDPR) for site GRM. Since that time the site has been successfully constructed with the exception of delivery of power to the site. As has been reported to your Board over the last several months, LA-RICS needs DWP to provide the power design for this site, which is needed to finalize and complete the site. Additionally, after months of escalated attempts to obtain this design, design scope has been finalized by DWP with the corresponding ROE between LA-RICS and CDPR before your Board for consideration.

Delegated authority is requested to execute the ROE in substantially similar form as attached to this Board letter. Granting approval for the execution of this proposed agreement will assist in completing this site.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Execution of the ROE will allow the Authority, through its agent DWP, to access the site to complete work required to deliver power to the LMR site at GRM. LMR Site GRM is in Topanga State Park on Temescal Canyon Fire Road. The proposed modification is to upgrade an existing electrical distribution line that is necessary to provide power to LMR Site GRM. To allow the upgrade to the existing electrical distribution line to occur, a minor expansion of the site boundary to include land adjacent to the GRM site boundary originally identified in the Final EIR is needed. The expansion encompasses an area approximately 260 feet long from the original GRM site boundary in a south-southeasterly direction along Temescal Canyon Fire Road.

There is already an existing telecommunications facility within the GRM project site boundary. Power to that facility is currently provided from the adjacent 34.5 kilo Volt (kV) DWP sub-transmission line via an overhead distribution line that extends approximately 260 feet from a transformer on the 34.5 kV line south-southeast of the site to a wooden pole located on the eastern side of the site boundary. At the time of preparation of the Final EIR, it was believed this existing line would be sufficient to provide power to the proposed LMR facility without modification. The existing wooden pole within the original GRM boundary, was identified as the nearest existing interconnection point for providing power to GRM.

Since certification of the Final EIR, DWP has determined that the existing 260-foot-long overhead distribution line would need to be upgraded and replaced with a larger capacity overhead line to provide the power for the LMR facility. This upgrade would need to occur beyond the site boundary analyzed in the Final EIR. The Final EIR anticipated this kind of electrical improvement, stating “power delivery improvements may be required between the LMR facility and the nearest existing interconnection point at a transformer or utility pole off site.... The electrical or fiber connection may be an overhead or an underground line and may extend beyond the perimeter of the telecommunications site.” (Draft EIR, p. 2-27.)

Upgrade of the distribution line would require installation of a new conductor. The new conductor would be heavier than the existing conductor and would require new support structures. An existing 35-foot wooden pole located within the original project site boundary would be removed and replaced on site with a new metal pole. Three new poles would also be installed adjacent to the unpaved road, roughly parallel to the 34.5 kV sub transmission line located approximately 50 feet to the east.

As DWP is the power provider at this location, the Authority needs to secure site access for DWP, its agent, to implement the construction of the modification.

FISCAL IMPACT/FINANCING

The previously approved Ground Lease with CDPH for the GRM Site continues to be on a gratis basis. The ROE before your Board for approval may include certain administrative and legal processing fees that will be paid directly by LA-RICS to CDPH for costs associated with reviewing and processing the ROE. These costs will not exceed \$20,000 and are included in the LA-RICS Adopted FY 21-22 Budget.

ENVIRONMENTAL DOCUMENTATION

The Board certified the Final EIR on March 29, 2016 (State Clearinghouse No. 2014081025). The certified Final EIR is available at https://www.la-rics.org/wp-content/uploads/LMR-Final-EIR_03192016.pdf. The Authority has evaluated whether the proposed modification would have any new or substantially more severe significant environmental impacts beyond those identified in the Final EIR and has prepared an Addendum, attached as Enclosure 2. Based on the Addendum, the Final EIR, and other materials in the record, the proposed ROE and work contemplated in the ROE falls would have no new significant environmental impacts; no substantial increase in the severity of previously identified significant effects; no mitigation measures or alternatives previously found infeasible and now feasible; and no mitigation measures or alternatives which are considerably different from those in the Final EIR. Thus, neither a subsequent nor supplemental EIR is required. However, some changes or additions are necessary to the Final EIR, making the Addendum the appropriate CEQA document for the proposed ROE.

The required fee to the California Department of Fish and Wildlife was paid for in conjunction with the previously certified EIR. Upon your Board's approval of the proposed action, staff will file a Notice of Determination with the County Clerk in accordance with section 21152 of the California Public Resources Code.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SE

Enclosures

c: Counsel to the Authority

RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation

Project: Topanga State Park (572)
Los Angeles County
T-4 ID: 011124

This Right of Entry Permit (Permit) is made and entered into this ____ day of _____, _____, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and The Los Angeles Regional Interoperable Communications System Authority, a Joint Powers Authority hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

- **Whereas**, the State owns, operates and maintains the State Park known as Topanga State Park, in the County of Los Angeles, State of California; and
- **Whereas**, Permittee has applied to State for permission to access a parcel of land, approximately 2,571 square feet, commonly known as Green Peak for purposes of carrying out Permittee's Private Land Mobile Radio Service project (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter Topanga State Park for purposes of the Project, as provided herein and as, and to the extent, such Project may be ultimately described, permitted, approved and conditioned by Permittee's environmental document entitled _____ and dated _____ the Environmental Document _____, attached hereto as Exhibit "A" and herein incorporated by reference, and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.

TERMS AND CONDITIONS

Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted _____ and/or described on Exhibit "B" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of _____, the limits of which are described in the Environmental Document.
2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document.

Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

3. **Term of Permit:** This Permit shall only be for the period beginning on **xx.**, and ending on **xx**, or as may be reasonably extended by written mutual agreement of the Parties.
4. **Consideration:** Permittee agrees to pay State the sum of _____ **Error! Bookmark not defined.** and No/100 Dollars (\$) as consideration for the rights granted by this Permit. Payment is due upon execution of this Permit.
5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, or cause its contractors to maintain, a policy or policies of insurance as follows:

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

- 9. Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
- 10. Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State.

- 11. Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of _____. State Park named below. At least _____ forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least _____ forty-eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

STATE:

Contact(s):

Address: 1925 Las Virgenes Road,
Calabasas, CA 91302

Telephone:

PERMITTEE'S CONTACT:

Contact:

Agency:

Address:

Telephone:

Fax:

- 12. Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
- 13. Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two (2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
- 14. Compliance with Project Requirements, Monitoring and Mitigation Measures (if applicable):** Resource monitoring and mitigation measures identified by Angeles District Resource Staff in Exhibit "C" shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall submit a DPR 412A permit application to the District cultural resource specialist for approval prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Permittee shall make all excavation activities on the Property available to the State Archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and

report to the State on all excavation activities. State archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until a Department archaeologist or professionally qualified designee has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

If resource monitoring is required to be performed, the permittee shall provide a written work schedule to the State at least 7 days in advance of the work so that DPR staff can be present to monitor if needed or be present at preconstruction meetings.

- 15. Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.
- 16. Performance Bond:** If required by State in order to ensure that Permittee performs and completes its obligations in accordance with the terms of the Permit, Permittee shall obtain a Performance Bond in the amount of from a surety duly licensed in the State of California. Permittee shall provide State with a copy of such insurance bond.
- 17. Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.
- 18. Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Permittee, its employees, agents or contractors for patrol, maintenance or repair purposes only, and only to the extent specified by State, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, state park regulations and state park policies.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

- 19. State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

- 20. Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:

- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
- (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
- (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
- (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
- (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.

- 21. Default:** In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:

- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or

- (b) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
 - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
 - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

- 22. **State's Right to Cure Permittee's Default:** At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.
- 23. **Revocation of Permit:** The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.
- 24. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
- 25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
- 26. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
- 27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.

- 28. Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
- 29. Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
- 30. Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

STATE OF CALIFORNIA

Department of Parks and Recreation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY,**
a California Joint Powers Authority

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL

By: _____
Deputy

**ADDENDUM TO THE
CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (EIR)
FOR THE
LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS)
LAND MOBILE RADIO (LMR) SYSTEM
STATE CLEARINGHOUSE NO. 2014081025**



Prepared for:

LA-RICS Joint Powers Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

DECEMBER 2021

On March 29, 2016, the LA-RICS Joint Powers Authority (Authority) Board of Directors (Board) certified the Environmental Impact Report (EIR) for the Land Mobile Radio (LMR) Project (State Clearinghouse No. 2014081025) and adopted a Mitigation Monitoring Plan, Findings of Fact, and a Statement of Overriding Considerations pursuant to the California Environmental Quality Act (CEQA). The EIR analyzed installation and operation of the LMR System at up to 54 sites, and the Board ultimately approved installation at 44 of those sites, including at Site Green Mountain (GRM).

Construction of the LMR tower at Site GRM has been completed, including installation of all equipment described in the EIR. However, since certification of the EIR, the Authority, through ongoing evaluation of siting requirements, has identified the need for expansion of the site boundary for Site GRM to accommodate the construction of an overhead distribution line to provide power to the site. In accordance with CEQA, this Addendum analyzes the proposed modification to Site GRM and demonstrates that all potential environmental impacts associated with the proposed modification would be within the scope of analyses evaluated in the certified EIR.

CEQA Authority for Addendum

Section 15164, subdivision (a) of the CEQA Guidelines authorizes Lead Agencies to prepare an Addendum to a previously Certified EIR if some changes or additions to the document are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR are present.

Section 15162 of the CEQA Guidelines requires a subsequent EIR when an EIR has been certified and one or more of the following circumstances exist:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:*
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

For the reasons set forth in this Addendum, the Authority has determined that none of the conditions described in CEQA Guidelines Section 15162 are present. No major revisions of the Certified EIR are required as there are no substantial changes proposed in the project that involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects, nor is there new information of substantial importance that shows the project will have one or more significant effects not discussed in the previous EIR or that significant effects previously examined will be substantially more severe than shown in the previous EIR.

Location

LMR Site GRM is in Topanga State Park on Temescal Canyon Fire Road. The proposed modification is an expansion of the site boundary to include land adjacent to the GRM site boundary originally identified in the EIR to accommodate an electrical distribution line upgrade necessary to provide power to LMR Site GRM. The expansion encompasses an area approximately 260 feet long from the original GRM site boundary in a south-southeasterly direction along Temescal Canyon Fire Road (Attachment 1).

Background

An Initial Study (IS) was completed for the LMR Project and was circulated for public review with a Notice of Preparation (NOP) dated August 19, 2014. The environmental analysis conducted for the IS determined that the LMR Project would not result in significant impacts to Agriculture and Forestry Resources, Mineral Resources, Population and Housing, and Public Services at any LMR location and that these environmental factors would not require further analysis. There have been no changes in site conditions relevant to these resources at Site GRM that would change the Authority's previous CEQA findings, and these environmental resource areas are not considered further in this Addendum.

Based on environmental analysis conducted for the IS, the following environmental factors were determined to have the potential for significant impacts and thus were addressed in the EIR:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gases
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Recreation
- Transportation and Traffic
- Utilities and Service Systems

Proposed Modification to Site GRM

The proposed modification relates to the expansion of the site boundary at Site GRM to encompass the area of an electrical distribution line upgrade, as well as the electrical distribution line upgrade components.

There is an existing telecommunications facility within the GRM Project site boundary. Power to that facility is currently provided from the adjacent 34.5 kilo Volt (kV) Los Angeles Department of Water and Power (LADWP) sub transmission line via an overhead distribution line that extends approximately 260 feet from a transformer on the 34.5 kV line south-southeast of the site to a wooden pole located on the eastern side of the site boundary. At the time of preparation of the EIR, it was believed this existing line would be sufficient to provide power to the proposed LMR facility without modification. The existing wooden pole, within the original Site GRM boundary, was identified as the nearest existing interconnection point for providing power to the proposed LMR facility.

Since certification of the EIR, LADWP has determined that the existing 260-foot-long overhead distribution line would need to be replaced with a larger capacity overhead line to provide the power for the LMR facility. This upgrade would need to occur beyond the site boundary analyzed in the EIR. The proposed site boundary expansion area in which the distribution line upgrade would occur is shown in Attachment 1.

The EIR anticipated this kind of electrical improvement, stating “power delivery improvements may be required between the LMR facility and the nearest existing interconnection point at a transformer or utility pole off site.... The electrical or fiber connection may be an overhead or an underground line and may extend beyond the perimeter of the telecommunications site.” (Draft EIR, p. 2-27.)

Replacement of the distribution line would require installation of a new conductor. The new conductor would be heavier than the existing conductor and would require new support structures. An existing 35-foot wooden pole located within the original project site boundary would be replaced with a 50-foot-tall ductile iron pole, and three new 50-foot-tall ductile iron poles would be installed to support the new conductor. These four poles would be installed approximately 90 feet apart between the transformer on the 34.5 kV sub transmission line and the location of the existing wooden pole on site. LADWP would use ductile iron poles, which have a brown finish, due to high wind and fire hazards in the area. The end poles (i.e., the southernmost and northernmost poles) would require installation of a guy line anchored approximately 15 feet from the base of the pole for stability. The existing 35-foot-tall wooden pole would be removed and replaced on site with a new metal pole. The other three new poles would be installed adjacent to the unpaved road, roughly parallel to the 34.5 kV sub transmission line located approximately 50 feet to the east. Equipment used for new pole installation and reconductoring would operate from the adjacent road surface. An approximately 10-foot by 10-foot area at each new pole location would be cleared of vegetation using hand tools. Installation of the poles may result in some crushing of vegetation along the road during temporary construction activities, but no grading or blading of vegetation would occur as part of the pole installation and reconductoring along the portion of the line where the three new poles would be installed. The entire distribution line upgrade is expected to take up to a week. Consistent with LADWP practices, once installation is completed, LADWP would not trim or remove vegetation around the new poles as part of operations and maintenance.

Between the northernmost replacement pole and the new LMR facility, an electrical conduit would be installed underground (approximately up to 200 linear feet). This activity would occur entirely within the

original site boundary considered in the EIR and would be within the limit of up to 800 linear feet of trenching at the site considered in the EIR (Draft EIR, p. 4-566.). Therefore, this electrical conduit installation is not a change from what was considered in the EIR.

As LADWP is the power provider at this location, LADWP is the designer of the modification and would implement the construction of the modification. LADWP would be required to comply with the mitigation measures that are applicable at Site GRM. (See Attachment 2.)

Analysis of Proposed Modification by Environmental Resource Areas Addressed in the Certified EIR

This Addendum evaluates the potential for the proposed modification to result in new or substantially greater significant impacts compared to the impacts disclosed in the EIR.

With the exception of the distribution line upgrade, construction at Site GRM has been completed. All mitigation measures identified in the certified EIR that are applicable to the site have been applied during its construction. Management plans and reports as required in the applicable mitigation measures have been completed and complied with. The distribution line upgrade would be a continuation of site construction activities and the mitigation measures and plans would continue to be implemented as applicable.

As demonstrated in the analysis below, the proposed modification would not result in any new significant environmental impacts or a substantial increase in the severity of previously identified significant effects already identified in the EIR. All mitigation measures identified in the certified EIR that are applicable to Site GRM would apply to the proposed modification. The full text of mitigation measures applicable at Site GRM is provided in Attachment 2. No additional or new mitigation measures would be required.

No substantial changes with respect to the circumstances under which the proposed modification are undertaken require major revisions of the EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the Final EIR was certified shows significant effects or more severe effects than those analyzed in the Final EIR.

- **Aesthetics.** Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to the analysis of aesthetic impacts in the EIR, which notes the existing visual character and quality of Site GRM and its surroundings are impacted by the presence of an existing site and tower (Draft EIR, p. 4-569). Temporary minor visual impacts from construction activities would be consistent with the EIR analysis. Construction impacts would be related to the proposed modification and creation of a staging area. Construction and demolition activities, and transportation to and from the site would create dust that would temporarily affect the viewshed. The proposed modification includes installation of four new 50-foot-tall ductile iron poles. Because they would be installed adjacent to the existing 34.5 kV power line which has existing support structures that are approximately 55-foot tall, the four new ductile iron poles would not result in a significant change in the visual setting of the area. The EIR notes the Site GRM project area includes existing towers that already create a visual intrusion onto the landscape, and the new facilities would not perceptibly change the scenic vista due to the presence of the existing towers, which would attenuate the noticeability of construction of the proposed modification's new poles. The new poles would be non-reflective, would not result in a

new source of glare, and there would be no lighting associated with the upgraded distribution line. Ongoing and recurring maintenance activities would be barely visible and infrequent. For these reasons, no substantial impacts to scenic vistas would occur. Therefore, implementation of the proposed modification would not create new or additional impacts to aesthetic resources, or change the analysis and conclusions provided in the EIR.

- **Air Quality.** Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to air pollutant calculations for the air quality analysis in the EIR. The EIR analysis indicates that emissions from construction of this site would not exceed SCAQMD daily significance thresholds including NO_x; however, simultaneous construction of all sites included in the LMR Project would exceed this threshold and could conflict with or obstruct implementation of the SCAQMD Plan resulting in a significant impact (Draft EIR, p. 4-571). The EIR concluded that the threshold could only be exceeded if more than 13 LMR sites would be under construction simultaneously and in that case, mitigation measure AQ MM1 would be implemented (Draft EIR, p. 3-62). Construction of the LMR project has been largely completed and there are not 13 sites left in the total LMR system to be constructed, so the threshold requirement for implementing AQ MM 1 would not occur. Therefore, the construction of the proposed modification would not conflict with or obstruct implementation of the SCAQMD plan.. Therefore, implementation of the proposed modification would not create new or additional impacts to air quality or change the analysis and conclusions provided in the EIR.
- **Biological Resources.** Installation of the upgraded overhead distribution line is not expected to exceed any of the assumptions related to the biological resources analysis in the EIR. The area proposed for the upgraded overhead distribution line is within the 500-foot radius study area (which was extended to 800 feet for Braunton's milk-vetch (*Astragalus brauntonii*) at this site) around Site GRM that the EIR used to identify biological resources near the site and to evaluate potential impacts to those resources (Draft EIR, p. 4-576). Biological resources within this study area were considered in the biological resources report (Federal Emergency Management Agency 2016) prepared for the U.S. Fish and Wildlife Service for the LMR Project. A California Natural Diversity Database search was conducted on December 2, 2021. The results did not identify any new information that was not already considered in the previous certified EIR's analyses. Therefore, the proposed expansion area does not contain any biological resources that were not considered in the EIR. The proposed expansion area does not extend into designated critical habitat for Braunton's milk vetch. The proposed expansion area does not contain riparian habitat or sensitive natural communities, or federally protected wetlands.

A limited area of native vegetation (less than approximately 500 square feet in total) adjacent to Temescal Canyon Road in the expansion area would be removed by hand. Ongoing vegetation control in these areas would not occur after construction is completed. All mitigation measures for biological resources applicable to the site would apply to the proposed modification's overhead distribution line upgrade activity would preclude impacts to sensitive species and habitats, thereby avoiding conflict or reducing conflict with the Topanga State Park General Plan to a less than significant level. The biological resource mitigation measures applicable to Site GRM and to the proposed modification are as follows: BIO MM 1 Mitigation Monitoring and Reporting Plan; BIO MM 2 Worker Environmental Awareness Program; BIO MM 3 Biological Compliance Reporting; BIO MM 8 Biological Monitoring; BIO MM 9 Protect Native Vegetation and Common Wildlife; BIO MM 11 Site Access; BIO MM 18 Nesting Bird Protection; BIO MM 19 Trenches and

Holes Management; BIO MM 21 Protected Amphibian Protection; BIO MM 23 Prevent the Spread of Nonnative Vegetation; and BIO MM 24 Special Status Plants Surveys and Protection. See Attachment 2 for the full text of these measures. Implementation of these mitigation measures would preclude impacts to sensitive species and habitats and would reduce significant impacts to biological resources to less than significant with mitigation incorporated, consistent with the EIR. No additional or new mitigation measures are required. Therefore, implementation of the proposed modification would not create new or additional impacts to biological resources, or change the analysis and conclusions provided in the EIR.

- **Cultural Resources.** The proposed expansion area for the upgraded overhead distribution line is within the 0.5-mile-radius indirect area of potential effect (APE) at Site GRM that the EIR used to identify cultural resources and to evaluate potential impacts to those resources (Draft EIR, p. 4-580). Archival searches and field surveys were conducted by both a Secretary of the Interior-qualified archaeologist and architectural historian in support of the EIR and National Historic Preservation Act Section 106 consultation with the California Office of Historic Preservation. No cultural resources were identified within direct or indirect APE. The California Office of Historic Preservation's National Historic Preservation Act Section 106 review for Site GRM which considered the same APE as used in the EIR, concluded that the project would not affect historic properties (Please also see analysis below under Tribal Cultural Resources.) (Office of Historic Preservation 2015). Since then, there has been no change in landscape conditions or new development within the APE to warrant additional studies. As stated above, with the exception of the distribution line upgrade, all construction at Site GRM has been completed, and no cultural resources were identified during such construction activity. Additionally, since no cultural resources have been previously identified, there is a low likelihood that cultural resources may be encountered during ground disturbance within the proposed modification's expansion area. Therefore, it is assumed that the project expansion area does not contain any cultural resources that were not considered in the EIR. The indirect APE encompasses the viewshed within which visual effects on historical resources may occur from newly constructed features within the direct APE, up to a maximum of 0.5 mile around the direct APE. The 0.5-mile radius is based on maximum distance that a 200-foot-tall or less communications tower can be seen (Draft EIR p. 3-304). Therefore installation of the 50-foot-tall distribution line poles is not expected to exceed any of the assumptions related to cultural resource impacts of the analysis in the certified EIR.

In compliance with mitigation measure CUL MM 6, a paleontological resources monitoring plan that includes Site GRM has been developed (First Carbon Solutions 2017). The requirements of the plan and the procedures it identifies have been implemented during site construction at Site GRM and would continue to be applied during construction of the distribution line upgrade as applicable to this activity. Monitoring for paleontological resources during ground disturbing activities associated with the distribution line upgrade would continue in accordance with mitigation measure CUL MM 7. The EIR determined with implementation of these mitigation measures, impacts to paleontological resources would be less than significant. Therefore, implementation of the proposed modification would not create new or additional impacts to cultural resources, or change the analysis and conclusions provided in the EIR.

- **Energy.** Energy Conservation was addressed in the EIR under the topic of "Other CEQA Considerations" (Draft EIR, p. 5-1). Installation of the upgraded overhead distribution line is not expected to exceed any of the assumptions related to energy conservation calculations used for

the energy analysis in the EIR. Therefore, implementation of the proposed modification would not create new or additional impacts to energy resources, or change the analysis and conclusions provided in the EIR.

- **Geology/Soils..** The proposed modification would require minimal ground disturbance that could affect geology and soils. Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to geology and soils used for the analysis in the EIR. The location of the proposed upgraded overhead distribution line is directly adjacent to the site and the geology and soils conditions are the same as described in the EIR for the site (Draft EIR, p. 4-582). In accordance with mitigation measure GEO MM 1, a geotechnical investigation and report were prepared for the site. The recommendations of the geotechnical report (AESCO 2020) have been implemented during site construction and would continue to be applied during construction of the distribution line upgrade as applicable to the proposed modification. Installation of the upgraded overhead distribution line is not expected to exceed any of the impact assumptions from the geology and soils analysis in the EIR. Therefore, implementation of the proposed modification would not create new or additional impacts to geology or soils, or change the analysis and conclusions provided in the EIR.
- **Greenhouse Gases.** Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to greenhouse gas calculations for the analysis in the EIR (Draft EIR, p. 4-585). Therefore, implementation of the proposed modification would not create new or additional impacts to greenhouse gases, or change the analysis and conclusions provided in the EIR.
- **Hazards and Hazardous Materials.** Hazardous materials required for the proposed project modification would be limited to those associated with operation of the transport and construction equipment (e.g., fuel, oil, lubricants). Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to hazards and hazardous materials for the analysis in the EIR. The location of the proposed upgraded overhead distribution line is adjacent to the site and the setting for hazards is the same as described in the EIR for the site (Draft EIR, p. 4-587). The EIR determined hazards would be reduced to a less than significant impact through implementation of federal, state and local regulations and requirements addressing transport driver education, preparation of plans to contain spills or releases on site, and emergency response plan preparation and coordination. A Toxic Substance Management and Spill Response Plan (First Carbon Solutions, 2016b) has been prepared that lists procedures related to daily operations of construction equipment, transportation of hazardous materials, spill response and safe cleanup of hazardous materials, and documentation management. Compliance with this plan was required during Site GRM construction and would continue to be required during construction of the distribution line upgrade. Therefore, implementation of the proposed modification would not create new or additional impacts to hazards and hazardous materials, or change the analysis and conclusions provided in the EIR.
- **Hydrology/Water Quality.** The proposed modification would require minimal ground disturbance that could affect hydrology and water quality. Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to hydrology and water quality for the analysis in the EIR. The location for the proposed upgraded overhead distribution line is adjacent to the site and the hydrology conditions are the same as described in the EIR for

the site (Draft EIR, p. 4-591). Therefore, implementation of the proposed modification would not create new or additional impacts to hydrology or water quality, or change the analysis and conclusions provided in the EIR.

- **Land Use/Planning.** Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to land use or planning for the analysis in the EIR. The location of the proposed upgraded overhead distribution line is adjacent to the GRM site and an existing transmission line (Draft EIR, p. 4-594). The distribution line would not convert any land uses to new purposes. Replacement of an existing distribution line would not conflict with applicable planning documents, policies, or zoning ordinances or the Topanga State Park General Plan. Neither Site GRM nor the proposed modified boundary is within a coastal zone. Therefore, implementation of the proposed modification would not create new or additional impacts to land use/planning resources, or change the analysis and conclusions provided in the EIR.
- **Noise.** The construction equipment required for the proposed project modification would be consistent with that listed in Table 3.10-5 in the EIR (Draft EIR, p. 3-476), which was used to calculate noise from LMR project construction activity. Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to the noise levels analysis in the EIR. The location of the proposed upgraded overhead distribution line is adjacent to the site and the noise conditions are the same as described in the EIR for the site (Draft EIR, p. 4-596). There are no sensitive receivers near the site and there is no noise level threshold established in the noise ordinance. Construction and operation of the proposed modification would not generate noise levels in excess of standards established in the noise ordinance. Therefore, implementation of the proposed modification would not create new or additional impacts to noise, or change the analysis and conclusions provided in the EIR.
- **Recreation.** Installation of the proposed upgraded overhead distribution line would occur outside of the existing fenced area of an existing communications site. The site is on Topanga State Park and the area outside of the fence is accessible to the public (Draft EIR, p. 4-599). For safety reasons, public access to the construction site may be temporarily prohibited during installation of the upgraded overhead distribution line. Upon completion of construction, public access would be restored, and there would be no permanent change in public access to or use of this area. Installation of the upgraded overhead distribution line is not expected to exceed any of the recreation assumptions used in the EIR's recreation analysis. Therefore, implementation of the proposed modification would not create new or additional impacts to recreation resources, or change the analysis and conclusions provided in the EIR.
- **Transportation/Traffic.** The proposed project modification would require a minimal amount of construction traffic. Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to transportation and traffic for the analysis in the EIR. The location of the proposed upgraded overhead distribution line is adjacent to the site and the traffic and transportation conditions are the same as described in the EIR for the site (Draft EIR, p. 4-600). Since certification of the EIR, CEQA Guidelines section 15064.3 codified the metric change for analyzing transportation impacts under CEQA from Level of Service to Vehicle Miles Traveled (VMT). There would be no impacts under the VMT metric because there would be a minimal number of trips associated with installation of the upgraded distribution line. Therefore,

implementation of the proposed modification would not create new or additional impacts to transportation or traffic, or change the analysis and conclusions provided in the EIR.

- **Utilities/Service Systems.** Installation of the upgraded overhead distribution line would not be expected to exceed any of the assumptions related to utilities and service systems for the analysis in the EIR. The upgraded overhead distribution line area is adjacent to the site and the utilities conditions are the same as described in the EIR for the site (Draft EIR, p. 4-602). In accordance with mitigation measure UTL MM1, a groundwater discharge permit would be obtained from the applicable RWQCB for removal or discharge of water should groundwater be encountered during construction. However, the geotechnical investigation did not encounter groundwater up to a depth of 50 feet (AESCO 2020) and no groundwater was encountered during excavation of the new tower footers. Therefore, groundwater requiring removal and discharge is not expected to be found when auguring the shallower, 8-foot-deep holes for the distribution line's new poles. Water required would be minimal and water supplies from existing entitlements and resources would be sufficient to serve construction of the proposed modification. No water would be required for operations. Solid waste materials from construction of the proposed modification would be minimal. The removed wooden pole and old conductor would likely be recycled by LADWP. Any solid waste requiring landfill disposal would not exceed the permitted capacity of the landfills serving Site GRM. Solid waste would be handled in a manner that is consistent with federal, state, and local statutes applicable to the type of solid waste generated. Therefore, implementation of the proposed modification would not create new or additional impacts to utilities or service systems, or change the analysis and conclusions provided in the EIR.

Consistent with the CEQA Guidelines in effect at the time of its preparation, the EIR did not address topics of tribal cultural resources and wildfire as stand-alone environmental resource area sections of the EIR. However, these resources were considered in the EIR as discussed below.

- **Tribal Cultural Resources.** The EIR addressed impacts to Tribal Cultural Resources under the topic of Cultural Resources (Draft EIR, p. 4-581). The proposed expansion area is within the direct and indirect APE considered for impacts to Tribal Cultural Resources within the EIR. No Tribal Cultural Resources were identified within the direct or indirect APE of Site GRM. Therefore, implementation of the proposed modification would not create new or additional impacts to tribal cultural resources, or change the analysis and conclusions provided in the EIR.

In addition, as a result of tribal consultation conducted as part of the California Office of Historic Preservation's National Historic Preservation Act Section 106 review, tribal monitors are required during all project related ground disturbances at Site GRM as requested by Gabrieleno Band of Mission Indians - Kizh Nation (Office of Historic Preservation 2015). The Kizh Nation has been notified of construction activities and has been monitoring construction activity on this site at its discretion. This condition would continue to apply to the proposed modification.

- **Wildfire.** The EIR addressed impacts from wildland fires under the topic of Hazards and Hazardous Materials (Draft EIR, p.4-589). The area of the upgraded overhead distribution line is adjacent to the site and the setting for wildland fire is the same as described in the EIR for the site. The iron poles that would be installed would be more fire and wind resistant than wooden poles. They would be less likely to be damaged in a wildfire than would the existing wooden pole on the site that would be removed as part of the proposed modification for the overhead distribution line

upgrade. As required by mitigation measure HAZ MM 3, a fire management plan (First Carbon Solutions, 2016a) has been prepared and its requirements were applied during Site GRM construction. The requirements of the plan would apply to the proposed modification and would continue to be implemented as applicable during construction of the distribution line upgrade. Therefore, implementation of the proposed modification would not create new or additional impacts to wildfire, or change the analysis and conclusions provided in the EIR.

Determination

As discussed in this Addendum, the proposed modification would not change the conclusions of the Final EIR. The proposed modification would not result in a new significant impact or substantially increase the severity of a previously identified significant impact. No mitigation is required beyond the commitments described in the EIR. The proposed modification to the previously approved EIR do not meet any of the conditions that would require the preparation of a subsequent EIR as set forth in Section 15162 of the CEQA Guidelines.

REFERENCES

- AESCO. 2020. Geotechnical Report LARICS LMR Wireless Communications Facility Site Name: GRM Temescal Canyon Fire Road Los Angeles, CA AESCO Project No. 20173015-F5874, February 5.
- Federal Emergency Management Agency. 2016. Biological Resources Report Los Angeles Regional Interoperable Communications System Joint Powers Authority Land Mobile Radio Project, January
- First Carbon Solutions. 2016a. Fire Management Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) Project, December 29.
- . 2016b. Final Toxic Substance Management and Spill Response Plan, December 7.
- . 2017. Final Paleontological Resources Monitoring Plan Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) Project, February 24.
- Office of Historic Preservation. 2015. RE: LA-RICS-GRM-Temescal Canyon Fire Road, Los Angeles, Los Angeles County, New Tower, December 23.

ATTACHMENT 1



- Original LMR Site Boundary
- Revised LMR Site Boundary
- x Existing Pole to be Replaced
- Proposed New Pole

LMR Green Mountain Site



12/16/2021

ATTACHMENT 2

Applicable Mitigation Measures for Site GRM

AQ MM 1 – Weekly Air Monitoring Estimate

No later than 12:00 p.m. on the Thursday prior to each week of construction, the contractor shall submit a report to the Authority for review and approval which includes, at minimum, the following information: (1) a list of the types and numbers of pieces of on-site construction equipment that will operate at each proposed Project site within the SCAB on each day of the following week of construction; (2) an estimate of the combined total of NOX emissions from all construction activities at all proposed Project sites in the SCAB for each day of the week and verification that the total does not exceed 100 pounds; (3) if combined NOX emissions are forecast to exceed 100 pounds on any day during the week following submittal of the report, the report shall document this fact, and the contractor shall substitute equipment with Tier 4 engines that adhere to emissions standards listed in 40 CFR 1039.101 for all types of off-road equipment to which USEPA regulations apply to the extent necessary to reduce emissions to 100 pounds, or otherwise limit construction activity to the extent necessary to reduce daily basin-wide NOX emissions to 100 pounds, to the satisfaction of the Authority. Compliance with this requirement shall be documented in the following week's report.

BIO MM 1 - Mitigation Monitoring and Reporting Plan

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement a mitigation monitoring and reporting plan (MMRP) for the proposed Project. The MMRP would serve to organize environmental compliance requirements identified in best management practices (BMPs), mitigation measures, permit requirements, real property agreement conditions, coordination with the land management agency(s), and other applicable sources. The MMRP shall contain an organization chart and communication plan for environmental compliance as it relates to the proposed Project.

BIO MM 2 - Worker Environmental Awareness Program

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement, including coordination with the respective land management agency, a Worker Environmental Awareness Program (WEAP) for the proposed Project. This mitigation measure would serve to institute and formalize an education program to increase awareness of environmental resources and measures and rules that are in place to help minimize impacts to those resources.

- a) A WEAP shall be developed and shall be required for all construction employees prior to placement of Project equipment, construction, or any ground disturbing activities at the proposed Project site. Training of additional workers, contractors, and visitors shall be provided, as needed.
- b) The WEAP is to inform on-site workers of the possible presence of special status species, the measures to be taken to protect these species, and the importance of minimizing impacts to the natural environment through the protection of native vegetation, adhering to required buffers and protection zones, staying on existing roads, and implementing BMPs that includes containment of any spills, disposal of trash, and management of runoff and sediment transport.

- c) To assure long-term implementation of mitigation measures, an information sheet listing potential sensitive species and what to do if any are encountered shall be prepared, distributed to workers, and posted on site.

BIO MM 3 - Biological Compliance Reporting

A biological monitor shall visit all active construction sites at least once weekly to document compliance and provide reports to the Project administrator on a weekly basis.

BIO MM 8 - Biological Monitoring

A qualified biological monitor shall be present at the site during construction activities that result in ground disturbance or removal of vegetation to ensure all mitigation measures are met. Duties of the biological monitor include checking for the presence of wildlife on the construction site, inspecting trenches or holes for trapped wildlife, surveying for the presence of nesting birds and adherence to nesting bird protection buffers, monitoring construction site boundaries, and checking that vegetation flagged for protection is not disturbed.

BIO MM 9 - Protect Native Vegetation and Common Wildlife

- a) Minimize disturbance to native perennial plants; new ground disturbance shall be the minimum necessary and established and delineated prior to any earth-moving activities.
- b) If native perennial vegetation cannot be avoided and would be impacted or destroyed, the disturbance area is to be surveyed for the presence of special status plants and to remove common species of wildlife prior to destruction of the vegetation.
- c) At no time shall protected species be handled or moved. If a protected species is found within the construction area, all work that may impact that animal shall cease and the appropriate agency(s) shall be contacted (e.g., USFWS, CDFW, land management agency). The animal shall be allowed to leave the site on its own accord.
- d) Prior to construction or any ground-disturbance activities, mark the construction disturbance limits and monitor for adherence to these boundaries.
- e) Stay on existing roads.
- f) Do not remove native trees; construction limits shall be established to avoid walnuts, oaks, and any other sensitive species habitat and the limits shall be flagged by a biological monitor.
- g) Protect tree root systems by precluding paving, trenching, or other ground disturbing activities; and preclude heavy equipment from driving, parking, or staging within the tree's dripline.
- h) Any loss of native perennial vegetation, whether planned or unintentional, is to be accounted for in reports prepared by the biological monitor.

BIO MM 10 - No Pets

Construction and maintenance workers shall be prohibited from bringing pets (especially dogs) to non-urban Project sites, as the domestic animal may harass or kill native wildlife present at the site.

BIO MM 11 - Site Access

- a) On access roads operate all vehicles within the posted speed limits.
- b) If access road speed limits are not posted, do not exceed 15 miles per hour (mph).
- c) Adjust vehicle speed as appropriate to road conditions; avoid causing ruts and gullies, and minimize dust.
- d) Watch for wildlife on roads (including amphibians, snakes, rodents, and tortoises), especially during raining periods, and avoid running them over.
- e) Look under parked vehicles for the presence of wildlife (especially desert tortoise) before pulling away to avoid running over wildlife.
- f) Do not park on or drive over native perennial vegetation.
- g) Avoid cutting corners on access roads and impacting vegetation when large equipment and trailers are brought to the Project site.
- h) Do not drive off the designated roadway or make any modifications to the road or road shoulders.

BIO MM 18 - Nesting Bird Protection

- a) It is preferred that removal of trees or large tree limbs and other vegetation removal activities such as grubbing or shrub clearing avoid the typical bird nesting season of January 1 through September 15.
- b) If construction activities occur during the bird nesting season, and to prevent disturbance to or destruction of nests of protected native bird species that could occur as a result of vegetation removal, disturbance, or other on-site construction activities, preconstruction surveys for nesting birds shall be conducted by a qualified biological monitor within 10 calendar days prior to on-site construction-related disturbance activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors.
- c) If nesting protected non-raptor species are detected, a 300-foot avoidance buffer shall be implemented; a 500-foot avoidance buffer would be applied to any active nest of a raptor or other species of special status bird.
- d) Appropriate site-specific buffers may be established with the approval of a project designated avian expert, based in part on the species of nesting bird present, location of nest, nesting phenology, magnitude of potential disturbance, and other site conditions (e.g., levels of ambient noise; line-of-sight).

- e) If construction activities would occur within the general buffer distances for active nests (300 feet for non-raptors and 500 feet for raptors), a biologist monitor must be present during those activities.
- f) No active nests may be destroyed; inactive bird nests may be destroyed as part of vegetation removal but may not be reduced to possession.
- g) Between September 16 and December 30, grubbing, shrub clearing, and tree/limb removal activities are not subject to restrictions based on the protection of migratory birds.
- h) Comply with the USFWS Office of Migratory Birds voluntary guidelines (USFWS 2013a) for communications tower placement, construction, and operation.
- i) For any towers that must exceed 199 feet in height, lighting requirements would be designed in cooperation with FAA and USFWS Office of Migratory Birds to minimize attraction and resulting mortality of migratory birds.

BIO MM 19 - Trenches and Holes Management

- a) The contractor shall cover or backfill all trenches the same calendar day they are opened, where practicable.
- b) If trenches or holes cannot be closed the same day they are made, covers shall be firmly secured at ground level in such a way that small wildlife cannot slip beneath. At sites that require the presence of a biological monitor, trench covers shall be approved by the monitor.
- c) Open trenches shall be inspected regularly throughout the day and prior to filling to remove any trapped common wildlife (e.g., small mammals, reptiles, amphibians) and to check for the presence of protected wildlife species (e.g., arroyo toad) at Project sites that require the presence of a biological monitor.
- d) If a protected wildlife species is present in the trench, the on-site Biological Monitor shall contact USFWS immediately, ensure the protected species is not in immediate danger, and wait for instruction by USFWS.
- e) Covered trenches and holes at sites where biological monitors are present are to be inspected by the monitor at the end of the work day and prior to initiating construction activities the next day.
- f) In locating trenches or holes, disturbance to natural vegetation, including plant root systems shall be minimized.
- g) Prior to trenching, the construction disturbance limits and monitor for adherence to these boundaries shall be marked.

BIO MM 21 - Protected Amphibian Protection

- a) As part of BIO MM 2 WEAP, construction crews shall be informed of the possible presence of protected amphibians (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog)

- southern California DPS) in the area and along access roads, and the measures to be taken to avoid impacts to these amphibians.

- b) As part of BIO MM 8 Biological Monitoring, the Biological Monitor shall be present during site preparation and placement of Project equipment. The monitor shall inspect the work area, including equipment storage sites and staging areas, for the presence of protected amphibians each day prior to initiation of on-site construction work following a measurable rain event (≥ 0.01 inch) while construction is ongoing.
- c) To protect dispersing frogs and toads, no Project-related on-site ground-disturbing activities or construction-related travel on access roads shall occur during the night or during rainy periods (within 24 hours of a measurable [≥ 0.01 inch] precipitation event or within 48 hours of a major [≥ 0.1 inch] precipitation event).
- d) To protect dispersing frogs and toads during normal site operations (non-emergency situations), these Project sites shall not be accessed by maintenance workers during the night or during rainy periods (within 24 hours of a measurable [≥ 0.01 inch] precipitation event or within 48 hours of a major [≥ 0.1 inch] precipitation event) (emergency situations are exempted).
- e) If a protected amphibian (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog - southern California DPS) is found within 50 feet of the construction site, all work that involves moving vehicles or ground disturbance shall cease until the animal moves on its own accord.
- f) If protected amphibians are present on the road, vehicles shall stop until the individual(s) move out of harm's way on their own accord.

BIO MM 23 - Prevent the Spread of Nonnative Vegetation

- a) All ground disturbed by construction activities that would not be paved, landscaped, or otherwise permanently stabilized (e.g., graveled, soil compaction) shall be seeded using species native to the Project vicinity.
- b) To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be inspected at the equipment storage facility to remove soil and vegetation; and the equipment shall be washed prior to entering the construction site.
- c) To prevent invasive species seeds from leaving the site, all construction equipment shall be inspected, and all attached plant/vegetation and soil/mud debris shall be removed prior to leaving the construction site.

BIO MM 24 - Special Status Plants Surveys and Protection

- a) As part of BIO MM 2 - WEAP, construction crews shall be informed prior to the onset of construction activities of the possible presence of special status plants in the area and the importance of maintaining native vegetation.

- b) At identified sites, surveys for special status plants shall be conducted by a qualified botanist prior to ground-disturbing activities, in the proper season and in suitable habitat surrounding the proposed Project site or any area subject to ground disturbance, including access roads.
- c) If a special status plant is found to be present or if surveys are determined to be inconclusive, the areas requiring special protection would be marked prior to construction to provide a buffer to maintain the ecological context of the location at which the plant was found.
- d) Mitigation measure BIO MM 8 - Biological Monitoring shall apply at proposed Project sites where special status plants or their habitat are present, and protection buffers would be monitored for compliance.

CUL MM 6 - Potential Paleontological Resources Plan

A Paleontological Resources Monitoring Plan shall be developed and approved prior to construction to guide the activities of monitors during ground-disturbing activities. The plan would include, but not be limited to, a description of the project location, the regulatory framework, site-specific impact mitigation requirements designed to reduce impacts to less than significant, specific locations and construction activities requiring monitoring and/or spot checking, procedures to follow for construction monitoring and fossil discovery and recovery, and a repository agreement with the Natural History Museum of Los Angeles County or other accredited repository. Mitigation measures that may be implemented to ensure that impacts to paleontological resources would be reduced to less than significant may include but are not limited to the following:

- a) Worker awareness training on paleontological resources presented to construction personnel prior to the start of construction. The training should include at minimum, the following:
 - The types of fossils that could occur at the project site
 - The procedures that should be taken in the event of a fossil discovery
 - Laws protecting paleontological resources
 - Penalties for destroying or removing paleontological resources
- b) Paleontological monitoring during ground disturbance at all sites with moderate/unknown or high paleontological potential
- c) Salvage of significant fossil resources
- d) Screenwashing of matrix samples for microfossils
- e) Laboratory preparation of recovered fossils to the point of identification and curation
- f) Identification of recovered fossils to the lowest possible taxonomic order
- g) Curation of significant fossils at the Natural History Museum of Los Angeles County or other accredited repository

- h) Preparation of a final monitoring report that includes at a minimum the dates of field work, results of monitoring, fossil analyses, significance evaluation, conclusions, locality forms, and an itemized list of specimens.

The Plan shall be submitted to the Authority for review and approval and finalized at least 14 days prior to the start of construction.

CUL MM 7 - Paleontological Resources Monitoring

Paleontological monitoring shall be conducted by a qualified paleontological monitor who has demonstrated experience in the collection and salvage of fossil materials. An undergraduate degree in geology or paleontology is preferable but is less important than documented experience performing paleontological monitoring and mitigation. The monitor will work under the supervision of a Principal Paleontologist.

The qualified professional paleontological monitor shall be present during ground disturbance at all sites with moderate/unknown or high paleontological potential, and as specified in the Paleontological Resources Monitoring Plan prepared in accordance with CUL MM 6 - Potential Paleontological Resources Plan. The monitor shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. Any sites that require monitoring or mitigation within the Angeles National Forest will require a qualified paleontologist to have a U.S. Department of Agriculture Forest Service-Temporary Special-Use Permit for paleontology. Based on the specific site conditions observed during monitoring (type of sediment impacted, previous disturbances, nature of site conditions), the Principal Paleontologist may reduce or increase monitoring efforts in consultation with the Agency.

In the event that a previously unidentified paleontological resource is uncovered, the following actions shall be taken:

- 1) All ground-disturbing work within 50 feet of the discovery shall be halted. A qualified paleontologist shall divert or direct construction activities in the area of an exposed fossil in order to facilitate evaluation and, if necessary, salvage of the exposed fossil. Work shall not resume in the discovery area until authorized by the qualified paleontologist.
- 2) The paleontologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, no further effort shall be required.
- 3) If the resource is determined to be a unique paleontological resource, work shall remain halted, and the paleontologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse change would occur to the significance of the resource. Preservation in place (i.e., avoidance) is the preferred method of ensuring that no substantial adverse impacts occur to the resource and shall be required unless other equally effective methods are available. Other methods include ensuring that the fossils are scientifically recovered, prepared, identified, catalogued, and analyzed according to current professional standards.

- 4) Due to the small nature of some fossils, a fine mesh screen may be used at the discretion of the paleontologist to screen matrix test samples on-site during monitoring. Additionally, bulk matrix samples may be collected and transported to a laboratory facility for processing.
- 5) Provisions for preparation and identification of any fossils collected shall be made before donation to a suitable repository.
- 6) All recovered fossils shall be curated at the Natural History Museum of Los Angeles County, or a local accredited and permanent scientific institution according to Society of Vertebrate Paleontology standard guidelines standards. Work may commence upon completion of the appropriate treatment and the approval from the Authority.

GEO MM 1 : Prior to or concurrently with submittal of the application for a building permit for any portion of the proposed Project site, the Contractor shall:

- 1) Submit to the appropriate municipality (County of Los Angeles, County of San Bernardino, or city having jurisdiction over the site) a site-specific, design-level geotechnical report reviewed and approved by both an engineering geologist licensed in the State of California and a civil engineer licensed in the State of California. The report shall comply with all applicable state and local code requirements and shall:
 - a. include an analysis of the expected ground motions at the site from known active faults using accepted methodologies
 - b. include an analysis of all potential geologic hazards including but not limited to, landslides, mudslides, liquefaction potential, identification of active faults, land spreading, and land subsidence. The report shall be prepared in accordance with and meet the requirements of the County of Los Angeles Department of Public Works (LACDPW) Manual for Preparation of Geotechnical Reports, July 1, 2013.
 - c. Specify liquefaction mitigations that shall use proven methods generally accepted by professional engineers to reduce the risk of liquefaction to a less than significant level such as:
 - i. subsurface soil improvement
 - ii. deep foundations extending below the liquefiable layers
 - iii. structural slabs designed to span across areas of non-support
 - iv. soil cover sufficiently thick over liquefaction soil to bridge liquefaction zones
 - v. dynamic compaction
 - vi. compaction grouting
 - vii. jet grouting
 - viii. mitigation for liquefaction hazards suggested in the California Geological Survey's (CGS) Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication

117, 1997) including edge containment structures (berms, dikes, sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can withstand predicated displacements

- d. Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable local county and local city amendments, to ensure that structures can withstand ground accelerations expected from known active faults
 - e. Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding improvements
- 2) Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigations in the site specific investigations.
 - 3) The project structural engineer shall review the site specific investigations, provide any additional necessary mitigation to meet Building Code requirements, and incorporate all applicable mitigations from the investigation in the structural design plans and shall ensure that all structural plans for the project meet current Building Code requirements.
 - 4) Site construction shall not begin until:
 - a. The registered geotechnical engineer representing the applicable permitting municipality for the project site (county or city), or third party registered engineer retained to review the geotechnical reports, has reviewed each site specific geotechnical investigation, approved the final report, and required compliance with geotechnical mitigations contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and other relevant construction permits; and
 - b. The applicable permitting municipality for the project site (county or city) has reviewed all project plans for grading, foundations, structural, infrastructure and other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.

HAZ MM 3: Fire Management Plan.

Prior to construction activity, the Authority shall work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify project locations, project descriptions, anticipated construction activities, limitation of activities during periods of elevated fire risk (e.g., “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.

UTL MM 1: In the event groundwater in sufficient quantity is encountered to require dewatering, a discharge permit shall be obtained from the applicable RWQCB prior to construction, and removal or discharge of water would be in accordance with the terms a