



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING
Thursday, December 2, 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 Public Comment During the Meeting to the Board by
Accessing the Microsoft Teams Meeting Link Above or
by the Call-In Number Below):**

Telephone Number: (323) 886-6924

Conference ID: 957 298 73#

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

AGENDA POSTED: November 24, 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	1.	John Geiger , General Manager, CEO, County of Los Angeles
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.	Brain 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 Chiefs Association
7.	Mark R. Alexander , City Manager, CA Contract Cities Association	7.	Marcel Rodarte , Executive Director, CA 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.	Brain Leyn , Captain, City of Signal Hill Police Department	10.	Vacant , City of Signal Hill Police Department

OFFICERS:	
Scott Edson , LA-RICS Executive Director	
Arlene Barerra , 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 (A)

A. November 4, 2021 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

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

E. Finance Committee Chair's Report – No Report

VII. DISCUSSION ITEMS (F-I)

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

Agenda Item F

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

Agenda Item G



H. Outreach Update – Sven Crongeyer

Agenda Item H

I. Statement Of Receipts & Disbursements For AT&T Business Agreement Fund For Public Safety Broadband Network – Susy Orellana-Curtiss

Agenda Item I

VIII. ADMINISTRATIVE MATTERS (J-L)

J. 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.
3. Instruct the Board Secretary to the Board to place on future meeting agendas for the Board and not more than 30 calendar days after these findings are adopted, an agenda item entitled "Findings to Continue Teleconference Meetings under AB 361 and Related Actions," and include these same findings for adoption; and instruct the Board Secretary to continue to do so not more than 30 calendar days after each time these findings are adopted until instructed to cease doing so.

Agenda Item J

K. 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. Approve Amendment No. 85 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to remove the following scope and costs:
 - 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 \$343,059.
 - c. Removal of certain Phase 4 (LMR System Implementation) work in the amount of \$636,438.
 - d. Removal of certain Additive Alternate work in the amount of \$73,350,438.
 - e. Removal of certain Change Order work in the amount of \$10,497.
2. Authorize a decrease to the Maximum Contract Sum in the amount of \$74,869,565, from \$289,801,632 to \$214,932,067 when taking the reduced scope contemplated in Amendment No. 85 into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 85, in substantially similar form to the enclosed Amendment (Enclosure).

Agenda Item K

L. 2022 SCHEDULE OF LA-RICS BOARD MEETINGS

It is recommended that your Board:

1. Approve the following dates for the year 2022 Board Regular Meeting Schedule:
 - January 6
 - February 3
 - March 3
 - April 7
 - May 5
 - June 2
 - July 7
 - August 4



- September 1
- October 6
- November 3
- December 1

All Regular Meetings will be held at 9:00 a.m. Pacific Time via Microsoft Teams until further notice.

Agenda Item L

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, 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.



BOARD OF DIRECTORS REGULAR MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, November 4, 2021 • 9:00 a.m.
Conducted via Microsoft Teams Meeting*

BOARD MEMBERS PRESENT:

Mark Alexander , City Manager, CA Contract Cities Association
David Povero , Chief of Police, City of Covina Police Department
Mark Fronterotta , Chief of Police, City of Inglewood Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT:

John Geiger , General Manager, County of Los Angeles Chief Executive Office
Eleni Pappas , Alternate Vice-Chair, Chief, County of Los Angeles Fire Department
Brian Yanagi , Alternate Chair, Chief, County of Los Angeles Sheriff's Department
Kay Fruhwirth , Assistant Director, EMS Agency, County of Los Angeles Department of Health Services

OFFICERS PRESENT:

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

BOARD MEMBERS ABSENT / VACANT:

Vacant Seat , The Los Angeles Area Fire Chiefs Association
Brian Solinsky , Chief of Police, Los Angeles Area Fire Chief's Association
Brian Leyn , Captain, City of Signal Hill Police Department



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

I. CALL TO ORDER

Alternate Chair Brian Yanagi called the Regular Meeting of the Board to order at 9:00 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. October 7, 2021 – Regular and Special Minutes

Alternate Chair Yanagi asked if there were any questions or comments from the Board to the minutes attached to the Regular Meeting agenda. There were no questions or comments.

Board Member Kay Fruhwirth motioned first, seconded by Board Member David Povero.

Ayes 7: Geiger, Pappas, Yanagi, Fruhwirth, Alexander, Povero, and Fronterotta.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There was no Consent Calendar items.

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Scott Edson stated that at the last Board meeting there was discussion of the vacant spot on the Oversight Committee, to which Executive Director Edson reported that Board Member Chief David Povero has graciously accepted the Chair's appointment to serve on this important committee. Executive Director Edson



thanked the Board and the Oversight Committee Members for the flexibility when scheduling Special meetings of the Board, as well as Oversight meetings. The Board's flexibility allows the Program to address unforeseen changes expeditiously which helps to keep the schedule on track. Executive Director Edson stated that JPA Counsel Truc Moore would provide the Board with an update on AB 361 and State of Emergency due to COVID under Agenda Item J. However, Executive Director Edson mentioned staff is working with partners at the Crime Lab, as well as County of Los Angeles Fire Department (LACOFD) and the County of Los Angeles Sheriff's (LASD) Headquarters to establish safe and compliant meeting venue(s) that will accommodate in-person meetings once it is deemed safe to do so. Once the Board approves Agenda Item L, the 2022 Schedule of LA-RICS Board meetings, staff will ensure reservations are in place to accommodate those dates, if in-person meetings are to take place.

Board Member Povero took the opportunity to state that filling current vacant Member Seats would alleviate reaching quorum issues, as well as allowing some Board Members/Alternates to participate in other meetings when there is a conflict. Board Member Povero shared that he missed being at his Department's staff meeting this morning to ensure that there was a quorum for this morning. Executive Director Edson stated the Authority would follow-up on this issue.

Executive Director Edson reported to the Board that out of the 58 LMR sites, the Authority has two (2) pending construction starts. Of the two (2) remaining sites, Topanga-RELAY (TOP-RELAY), whose coastal package was submitted to the Department of Regional Planning (DRP) last week, has run into some issues. Executive Director Edson stated that Deputy Program Manager Tanya Roth would elaborate on this under Agenda Item H and expressed that he would like to reserve updates for that item to allow for discussion/questions. However, Executive Director Edson stated that given the issues TOP-RELAY has run into, the Authority's team is exploring alternative paths to mitigate the potential loss of TOP-RELAY via use of the MCI site. Executive Director Edson went on to say that as the Board is aware, the MCI site suddenly became available and provided the Authority an existing infrastructure which resulted in a strong and beneficial alternative to building a brand new and shorter site at Saddle Peak (SPN). The Authority is exploring whether MCI can accommodate TOP-RELAY equipment, while in parallel the Authority will work with Department of Regional Planning (DRP) on TOP-RELAY site. The Authority will continue to update the Board on developments, while mindfully monitoring cost and identifying alternative paths that result in shorter time and less money.

Executive Director Edson said that while the Authority works with DRP on TOP-RELAY and explore options at MCI, the Authority may need a Special Meeting of the Board to accommodate this and potentially the Green Mountain (GRM) site, which has run into



significant issues. Executive Director Edson further stated that as the Authority previously reported to the Board, GRM has made significant progress on construction, and, due to extreme delays on the part of the Department of Water and Power (DWP), this site may be at risk of being late. The Authority reached out to the City of Los Angeles (City) Mayor's Office, who serves as Grant Administrator of the Urban Area Security Initiative (UASI) program and provides extensive oversight of the Authority's LA-RICS LMR program, to assist the Authority with the massive delays encountered with DWP to obtain electrical utility design. Executive Director Edson expressed that unfortunately, the Authority did not receive the support requested from the City Mayor's Office staff. Therefore, Executive Director Edson reached out directly to Deputy Mayor Jeff Gorell, asking for him to assist with this delay. Deputy Mayor Gorell stated he would look into it, as the Authority continues to press DWP to keep the utility design moving forward. Executive Director Edson went on to say that if the Authority is able to get traction on this item, the Authority may need to return to the Board with a Special Meeting Agenda Item to address a Right of Entry (ROE) between State Parks, DWP and LA-RICS for the power plan at this site. Executive Director Edson thanked the Board for their flexibility.

Executive Director Edson said that with the two (2) sites pending construction start, progress continues on all other sites wrapping up Phase 2, while in parallel certain Phase 4 activities proceed. Executive Director Edson stated that Program Manager Justin Delfino would provide the Board with additional updates progress made to-date under PM report /Agenda Item C.

Executive Director then said that in support of the LMR buildout, the Authority has before the Board, Agenda Item K containing Amendment No. 83 and Unilateral Amendment No. 19, which upon the Board's approval, will allow for:

- Antenna work in accordance with Federal Communications Commission (FCC) requirements to ensure there is no interference with DTV station; and
- Field implementation of Visual Impact Assessment Mitigation Measures at eleven (11) United States Forest Service (USFS) sites as required by the USFS in accordance with our special use permit.

Executive Director Edson shared that these activities were not contemplated and are considered appropriate to advance the program. Executive Director Edson said that relating to the antenna work, due to the T-Band take-back, the FCC froze the T-Band License process. Executive Director said that once the law was repealed, the FCC reopened its license processing and LA-RICS resubmitted this and other sites applications. The Authority subsequently received directive from the FCC to not



infringe on the TV station contour in Bakersfield – and thus in order to meet that requirement the Authority has had to make certain antenna changes.

Executive Director Edson assured the Board the funding to pay for these changes are included in the approved Urban Area Security Initiative (UASI) spending plan contingency line item, intended to pay for exactly these types of unforeseen change orders.

Executive Director stated that as previously reported to the Board, once the Authority achieved the agreed-upon Integrated Master Schedule (IMS) the Authority was finally able to communicate to the Authority's Grantor at California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA), as well as City Mayor's Office the additional time that will be required to complete the system, as well as the corresponding funding. Executive Director Edson said the City Mayor's Office calendared an LA-RICS Presentation on the UASI Approval Authority meeting of October 12, 2021. Prior to the October 12, 2021, meeting, Executive Director Edson met with Deputy Mayor Gorell and his staff, which is when Executive Director Edson first learned the City Mayor's Office Grant staff had not been properly briefing. Executive Director went on to say that not only the City Mayor's Office, who serves as administrator of the UASI grant at the local level, but it was clear to the Authority, they had not been briefing or updating the Approval Authority Members of the LA-RICS Project, the issues, delays and impacts the Authority had been experiencing over the last two (2) years. Executive Director Edson stated that as previously reported to the Board, the Authority meets regularly with FEMA, CalOES and the City Mayor's Office to provide detailed updates on each and every line item in the LA-RICS project. Executive Director Edson further stated that if a site is one (1) week late, the Authority reports this to the Grantors along with the Authority's mitigation and recovery plans. Executive Director Edson stated that if the Project experiences unforeseen delays that cannot be mitigated and results in an increase in cost, the Grantors are not only made aware but they approve the Authority's modified spending plans that include the cost impacts. Executive Director Edson said the Grantors have been aware of the Projects' funding gaps, efforts made to recover time lost, efforts made to mitigate unforeseen expenses, etc.

Executive Director Edson provided a report from the meeting on October 12, 2021, making it clear to the LA-RICS Authority that certain Approval Authority Members were not aware of the LA-RICS Project status, issues faced over the last two (2) years including the fires, construction delays, COVID-19 impacts, Motorola Solutions Inc. (MSI) poor performance, and funding gap, and requested voting on Agenda Item addressing UASI 22' allocations be suspended pending resolution to LA-RICS request. Executive Director Edson further stated that at the meeting, the Approval Authority



voted to issue written questions to LA-RICS to gather additional information supporting the funding request, receive written responses and subsequently calendar another Approval Authority meeting to address the LA-RICS funding request. Executive Director Edson said that LA-RICS received 22 written questions from the Approval Authority on Friday, October 15, 2021, and responded to them on Friday, October 22, 2021, and met before the Approval Authority again on Tuesday, October 26, 2021. Executive Director Edson went on to say that at the meeting additional questions were addressed and after some discussion the representative from City of Los Angeles Fire Department (LAFD) offered a motion to fund \$2M in UASI 22' and \$2M in UASI 23'. Executive Director Edson stated the City of Los Angeles Police Department (LAPD) representative offered a counter motion to fund \$5M in UASI 22' and \$5M in UASI 23'; and the representative from the LACOFD offered a counter motion to fully fund the LA-RICS request of \$22M in UASI 22' and \$18M in UASI 23'. Executive Director Edson stated that motion received 3 out of 10 votes. Subsequently, LAPD's motion to fund a total of \$10M over two (2) Grant years was voted and approved.

Executive Director Edson said that on November 2, 2021, the Authority met with FEMA, CalOES and City Mayor's Office, at the request of CalOES to provide an update on the funding request / Approval Authority Meeting. Executive Director Edson stated that FEMA and CalOES representatives were disappointed and concerned at the region's vote against interoperable communications is an understatement. Executive Director Edson said the State representative asked for some time to consider next steps and assured the Authority they would direct the City Mayor's Office to SUSPEND any additional allocations or awards out of the UASI 22' Grant pending their resolution on the funding of the LA-RICS System through completion.

Executive Director Edson stated that while the Authority is not surprised by the vote of the UASI Approval Authority, the LA-RICS Authority understands the federal and local partners that serve as administrators of the grants that fund LA-RICS. The Authority knows they know the importance of this project, they understand the regional decision that was made back in 2016 to build a system-of-systems model and the role LA-RICS plays in that model as the HUB for all other independent systems to interconnect. Executive Director Edson further stated the Federal and State administrators recognize the work remaining to complete the program is critical to ensure system deployment and the Authority will continue to work with them to ensure the funding required to complete the system is committed and we look forward to better educating the UASI Approval Authority Members. Executive Director Edson said he would continue to work aggressively to identify funding needed to complete this project and would update the Board accordingly. The Authority has time to work through these issues with no stoppage or delay to the project and is doing so as a high priority.



There was no further discussion.

C. Project Manager's Report – Justin Delfino

LMR PROGRAM CONSTRUCTION OVERVIEW

Program Manager Delfino provided an update on the construction overview and shared some recent successes on the LMR Program for September.

Program Director Delfino shared an LMR Network diagram (map).

Open and Active Sites:

Program Manager Delfino provided presentation detailing a list of active construction sites:

- There are thirteen (13) UASI 19' active sites at this time:
 - Burnt Peak (BUR1),
 - Pine Mountain (PMT),
 - Rancho Palos Verdes TEE (RPVT),
 - Green Mountain (GRM),
 - Mount Lukens-2 (MTL2),
 - Universal (UNIV),
 - Black Jack Peak (BJM),
 - East Sunset Ridge (ESR),
 - Los Angeles County Fire 072 (LACF072),
 - Tower Peak (TWR),
 - Dakin Peak (DPK)
 - Frost Peak (FRP) and
 - San Pedro Hill (SPH)

Notable September and early October successes on the LMR Program:

- There are zero recordable injuries to-date.
- There are three (3) towers that were erected recently at BJM, SPH, and DPK sites.
- The Authority has recently conducted punch walks:
 - There are three (3) sites that have conducted Phase 2 walks in this period: EST, GRM, and BUR1.
 - There are five (5) sites that have conducted Phase 4 punch walks: Portal Ridge (PRG), Judicial Council of California (JCC), Clara Shortridge-Foltz Criminal Center (CCT), and Compton Court Building (CCB)
- LACF072 tower excavation has reached depth, rebar onsite.
- MTL2 has power on and was punch walked with the Authority.



- Whitaker Middle Peak (WMP) meter was set by SCE and planned for next week and Mount Disappointment (MDI) on-track for meter on November 29, 2021.

SAA's:

Program Manager Delfino informed the Board that all site access agreements have been completed.

Areas of Focus:

Program Manager Delfino reported:

- The surety company remains involved in reviewing contractor default claims.
- On October 12, 2021, IMS update was rejected by the Authority since the update did not meet Contract Section 1.4.15.6 "Monthly IMS Update Submittals", requirements. The Authority met with MSI on November 1, 2021, to discuss in detail.
- BUR1 Power issue has progressed.
- MCI Coastal application planned for early submission.
- Monitoring and tracking Phase 2 and Phase 4a progress.
- Labor shortage and late material delivery impacts as reported by MSI.
- Closeout documentation submissions.
- UASI 19' completion, November 5, 2021, meeting with MSI.

Areas of Improvement:

Program Manager Delfino further reported that MSI and the Authority have reached an agreement over the contract changes that are required to accurately represent the phased acceptance of subsystems. The amendment also addresses the ancillary effects of the phased subsystem delivery as it pertains to retention payment schedules, which are contemplated in the LA-RICS 007 LMR Amendment No. 82. MSI submitted the Work Acceptance Certificate (WAC) for September 14, 2021 DD IMS and the Authority accepted that WAC.

Features Site(s):

Program Manager Delfino shared some images depicting activity at the following site:

- Tower Peak (TWR) Building CMU block around generator and fuel tank area (photo from October 19, 2021)



This concluded the report on Agenda Item C from Program Manager Delfino. There was no further discussion.

D. Joint Operations and Technical Committee Chairs Report – No Report

E. Finance Committee Chair Report – No Report

VII. DISCUSSION ITEMS (F-I)

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

Program Director Chris Odenthal provided the Board the October PSBN Round 2 update. Program Director Odenthal stated that Sites 21-25 (Port of Long Beach which was site 26, is no longer in LA-RICS' scope) are complete. The Authority is finishing up some inspection items at the Pomona Court House 2 (POM2) site, as well as the last two (2) sites WTR2 and WMP2 which are awaiting the delivery of power under LMR. Program Director Odenthal concluded his report by saying these sites are expected to be completed by the end of November 2021.

This concluded the update on Agenda Item F by Program Director Odenthal. There was no further discussion.

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

Technical Lead Ted Pao reported the Technical Working Group has concluded its spectrum monitoring at selected LA-RICS sites. Technical Lead Pao went on to say the County will be publishing a report based on its findings shortly. Technical Lead Pao stated that LA-RICS is in discussions with the Authority's engineers and looking into any additional testing that will quantify the data collected and what other options are available.

Technical Lead Pao stated that that as for Authority's FCC licensing update, there have been no movements by the FCC in issuing additional LA-RICS UHF licenses. Technical Lead Pao shared that eight (8) applications are still in pending status. Technical Lead Pao concluded his report by stating the Authority has approached the County on the timeline LA-RICS will need to have the licensing issue resolved to meet our grant requirements.



This concluded the update on Agenda Item G by Technical Lead Pao. There was no further discussion.

H. Update on Coastal Commission Sites in the Land Mobile Radio System – Tanya Roth

Deputy Program Manager Tanya Roth provided highlights on the progress of the two (2) sites remaining with coastal permitting to be completed. The report included sites TOP-RELAY and MCI, the two (2) final sites to commence construction on the LMR program that have interestingly and unexpectedly intertwined.

Deputy Program Manager Roth stated that on October 14, 2021, despite DRP's documented design concerns related to fencing and H1 habitat, MSI recommended the Authority proceed with the Coastal Development Permit (CDP) application and project as designed for TOP-RELAY, which entails pushing the existing water works compound fence line closer to the immediately adjacent H1 boundary. Deputy Program Manager Roth also stated that last Friday evening, October 29, 2021, MSI uploaded their response package to DRPs online portal, EpicLA, and the following business morning, Monday November 1, 2021, earlier this week, DRP confirmed receipt of the resubmittal package.

Deputy Program Manager Roth reported to the Board in last month's coastal update that all CDP applications go through a series of evaluations in order to ensure that any approved project represents the most conservative possible impact to coastal resources while also being consistent with the parameters of the local implementation plan. Deputy Program Manager Roth said the evaluation process is intended to refine projects and even eliminate some where justification and ultimately findings for a project are lacking.

Deputy Program Manager Roth stated that given the fencing challenges and proximity to sensitive habitat, the TOP-RELAY site is going through such a scrub. Deputy Program Manager Roth shared that DRP has indicated that drafting findings in support of the project will be a challenge. Deputy Program Manager Roth further stated the delivery of power to the site is also proving problematic. Deputy Program Manager Roth went on to say that while the Authority is still pending a final power design from Southern California Edison (SCE), it appears that any design will cross sensitive habitat and also cross land owned by the National Park Service, triggering engagement with another entity not accustomed to moving quickly.



Deputy Program Manager Roth said that as a result of these challenges, staff has quickly and in parallel to the DRP review embarked upon evaluating the possibility of a more efficient and cost effective alternative should TOP-RELAY stall out during the coastal evaluation process.

Deputy Program Manager Roth agreed with what Executive Director mentioned in his report, this is where an interesting opportunity has presented itself. Deputy Program Manager Roth said there are quite a few chess pieces to this scenario, therefore she asked for the Board's patience while providing them.

Deputy Program Manager Roth stated that if it were an in-person scenario she would have provided a map and draw the Board's attention to the one and a quarter miles south-west from TOP-RELAY to SPN. Deputy Program Manager Roth also stated that due to its ridgeline location, the SPN site was limited to 18' in height and as a domino effect, this triggered the need for another nearby site with height in order to provide the desired coverage for the area, that taller site was intended to be TOP-RELAY. Deputy Program Manager Roth said that in an unexpected turn of events when the SPN site was tied up in the coastal appeals process, a 70' existing tower adjacent to SPN, less than 300' to the east, became available to the Authority, the MCI site. Deputy Program Manager Roth further stated that since the MCI tower is already in place at 70', the Authority is no longer limited to 18' in height which is a KEY factor. Deputy Program Manager Roth went on to say that now, the Authority has the height that they wanted and in the desired location, at SPN which also comes with an existing 700 sf shelter and 200 amps of SCE power already in place. Deputy Program Manager Roth shared that staff are working with SCE to assess the possibility to upgrade that service to 400 amps. Deputy Program Manager Roth also reported that so far it is looking good and expected to have a final determination by end of the year. Deputy Program Manager Roth went on to share that with the TOP-RELAY design and power challenges a brew and a site with height and power now under control of LA-RICS, staff and MSI are evaluating the possibility of relocating the non-redundant sub-systems planned for TOP-RELAY to now be housed at MCI. Deputy Program Manager Roth stated that staff is in review of coverage maps produced by MSI to evaluate this change. Deputy Program Manager Roth expressed that if coverage is determined to be acceptable, the Authority may have a very compelling option available to realign our chess pieces that is actually more efficient and cost effective for the program.

This concluded the update on Agenda Item H by Deputy Program Manager Roth. There was no further discussion.



I. Outreach Update – Sven Crongeyer

Lead Operations Lieutenant Sven Crongeyer went on to provide the September Outreach Update.

Lead Operations Crongeyer stated that last month the Authority with representatives from the Los Angeles Police Department (LAPD) discussed radio interoperability via an Inter Sub-System Interface (ISSI) connection. The Authority is cooperating with the Inglewood Police Department and the LAPD to draft a communications plan for the National Football League's Super Bowl 56 Experience Week because many of the events are taking place in downtown Los Angeles.

Lead Operations Crongeyer informed the Board that Authority staff attended the California Public-Safety Radio Association's (CPRA) 2021 Annual Vendor Showcase & Training event in Montebello where there was a presentation by the California Office of Emergency Management on the California Radio Interoperable System (CRIS).

Lead Operations Crongeyer concluded his report by stating that a radio testing plan is being developed with the LASD's Aero Bureau. The Authority needs to ensure that officers and deputies on the ground can communicate with airships. The Authority expects to conduct testing in the first quarter of 2021.

This concluded the report on Agenda Item I. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (J-L)

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

JPA Counsel to the Authority Truc Moore, presented Agenda Item J, Findings to Continue Teleconference Meetings under AB 361 and Related Actions.

JPA Counsel Moore provided the Board with updated information regarding teleconference meetings. JPA Counsel Moore informed the Board the California Legislature passed AB 361 to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. JPA Counsel Moore explained to the Board pursuant to AB 361, in order for the Board to continue to meet via teleconference, 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 meeting under AB 361 occurred on October 7, 2021, as such, it is time for this Board to make its first findings under AB 361 for continued use of teleconference meetings.

JPA Counsel Moore informed the Board that moving forward under AB 361, teleconference meetings should be within 30 calendar days of each finding. In light of this, Counsel Moore stated the Board will be seeing monthly an agenda item entitled "Findings to Continue Teleconference Meetings under AB 361 and Related Actions" at all future Board Meetings when it intends to convene meetings via teleconference.

Board Member Alexander informed JPA Counsel Moore the City of La Canada had a different interpretation of the legislation and did not agree with County of Los Angeles interpretation of AB 361, which was the basis of Counsel Moore's interpretation and recommendation to the Board. JPA Counsel Moore stated she understands that jurisdictions across California are interpreting AB 361 differently amongst themselves. However, the County Counsel's Office represents the County, various independent County committees and commissions, and different JPAs, and thus have provided a uniformed interpretation of AB 361 to all agencies it represents, and she is recommending the same interpretation to this Board. JPA Counsel Moore went on to say that she would further discuss this interpretation further with her office and would provide Board Member Alexander and the Board with the results of these further discussions, but reiterated that advice regarding AB 361 remains the same currently.

Board Member Alexander stated he was not in agreement with the 2022 Board meeting dates provided, since the dates no longer fall on the first Thursday of the month and the new dates present schedule conflict. Board Member Alexander also pointed out the January 6, 2022, date did not fall under the 30-day rule interpretation outlined by Counsel for AB 361. Administrative Deputy Susy Orellana-Curtiss stated the need would likely exist to hold a Special Meeting in December before the January 6, 2022, meeting date for certain Board items, therefore that Special meeting date would still allow the Authority to be in compliance with County Counsel's interpretation of AB 361.

Board Member Fruhwirth motioned first, seconded by Board Member Povero.

Ayes 7: Geiger, Pappas, Yanagi, Fruhwirth, Alexander, Povero, and Fronterotta.

MOTION APPROVED.

This concluded the report on Agenda Item J. There was no further discussion.



K. APPROVE AMENDMENT NO. 83 AND AMENDMENT 84 (UNILATERAL AMENDEMENT NO. 19) TO AGREEMENT NO. LAR-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

Contracts Manager Jeanette Arismendez presented Agenda Item K.

Contracts Manager Arismendez requested the Board authorize the Executive Director to execute Amendment No. 83 and Amendment No. 84 – Unilateral Amendment No. 19 to Agreement No. LA-RICS 007 (Agreement) to incorporate certain change orders to address Federal Communications Commission (FCC) requirements and to account for Visual Impact Assessment Mitigation Measures (VIAMM) implementation work required by the United States Forest Service (USFS), which increases the Maximum Contract Sum by \$186,340 collectively.

Contracts Manager Arismendez requested the Board to authorize:

1. Make the following findings:
 - a. Find the approval and execution of Amendment No. 83 to contemplate a change order related to antenna changes per FCC requirements at the Burnt Peak 1 (BUR1) site to align with the updated LMR System Design is (a) within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified under California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.
 - b. Find that (a) approval and execution of Amendment No. 84 – Unilateral Amendment No. 19 to contemplate a change order related to tower finishing work at ten (10) LMR System Sites, Burnt Peak 1 (BUR1), Frost Peak (FRP), Grass Mountain (GMT), Johnstone Peak 2 (JPK2), Loop Canyon (LPC), Magic Mountain Link (MML), Mount Lukens (MTL2), Pine Mountain (PMT), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR), is (a) within the



scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- c. Find that (a) approval and execution of Amendment No. 84 – Unilateral Amendment No. 19 to contemplate a change order related to tower finishing work at one (1) LMR System Site, Mount Disappointment (MDI), is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA on February 5, 2015, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
2. Approve Amendment No. 83 to Agreement No. LA-RICS 007 for an LMR System with MSI, which revises the Agreement to include a change order at the BUR1 site to address FCC requirements for a cost increase in the amount of \$17,412.
3. Approve Amendment No. 84 – Unilateral Amendment No. 19 (Unilateral Amendment No. 19) to Agreement No. LA-RICS 007 for an LMR System with MSI, which revises the Agreement to include a change order impacting eleven (11) sites (BUR1, FRP, GMT, JPK2, LPC, MDI, MML, MTL2, PMT, WMP and WTR) to contemplate VIAMM implantation work for a cost increase in the amount of \$168,928.
4. Authorize a collective increase to the Maximum Contract Sum in the amount of \$186,340, from \$289,615,292 to \$289,801,632, when taking both Amendment No. 83 and Unilateral Amendment No. 19 into consideration.
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 83 and Unilateral Amendment No. 19.



6. Delegate authority to the Executive Director to execute Amendment No. 83 and Unilateral Amendment No. 19, in substantially similar form to the enclosed Amendments (Enclosure 1 and Enclosure 2).

This concluded Agenda Item K presented by Contracts Manager Jeanette Arismendez.

There was no further discussion.

Board Member Gieger motioned first, seconded by Board member Alexander.

Ayes 7: Geiger, Pappas, Yanagi, Fruhwirth, Alexander, Povero, and Fronterotta.

MOTION APPROVED.

L. 2022 SCHEDULE OF LA-RICS BOARD MEETINGS –

Administrative Deputy Susy Orellana-Curtiss recommended the Board approve the 2022 Schedule of LA-RICS Board Regular Meetings. Due to COVID-19, the meetings will be held via Microsoft Teams meeting until further notice, unless the requirements of state law pursuant to AB 361 can no longer be met. In that AB 361 requires the Board make specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter, Board meetings have been scheduled to be within those 30 days and no longer fall on the first Thursday of every month.

Board Member Alexander asked if the item could be carried over to the next meeting to allow for County Counsel to get back to the Board regarding AB 361 interpretation.

Alternate Board Chair Yanagi stated the Agenda Item would be carried over to the JPA Board Meeting on December 2, 2021.

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

Ayes 7: Geiger, Pappas, Yanagi, Fruhwirth, Alexander, Povero, and Fronterotta.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE



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

XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:38 a.m.

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

The Board returned from Closed Session at 10:04 a.m., Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

XII. ADJOURNMENT AND NEXT MEETING:

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

The Regular Board meeting adjourned at 10:10 a.m., and the next Regular meeting will be held on December 2, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.

Executive Summary
December 2, 2021

LTE Update

- PSBN Round 2 – Sites 1-25 are complete. The closeout materials for the five (5) sites constructed under AT&T funding are assembled and are under review by FirstNet/AT&T Corporation (AT&T) for acceptance. There remains final power and generator commissioning at a few of these sites.
 - Magic Mountain Link 2 (MML2) requires power on.
 - There is an open punch item at Pomona Court House 2 (POM2) to bolt the antenna support structures to the rooftop.
 - Port of Los Angeles (POLA1) and POLA2 are simply awaiting SEOR Observation report forms to be completed by the engineer of record to close out the sites with LADBS.

LMR Update




- Phase 2
 - Building Permit(s) Total site count remains at fifty-eight (58) sites for the LA-RICS LMR Network. Topanga Peak-RELAY (TOP-RELAY) has been submitted for consideration to the County of Los Angeles Department of Regional Planning on behalf of the California Coastal Commission. In parallel the TOP-RELAY site is also being considered to co-locate at the MCI location which is where the Saddle Peak (SPN) site equipment will be installed.
 - Motorola Solutions Inc. (MSI) and the Authority have agreed to use the September 14, 2021, Data Date Integrated Master Schedule to manage the remainder of the Program. The System Acceptance date is October 10, 2023. During this period MSI submitted a Time Impact Evaluation (TIE) to request an extension of the schedule based on a 30-day impact at critical path site TOP-RELAY resulting in a Program completion date of November 7, 2023. The Authority has reviewed the TIE and will be transmitting a response to MSI on November 23, 2021.
 - Below is a breakdown of current site progress:
 - Nearing the Phase 2 and Phase 4a completion at several UASI 19' sites. MSI has indicated that all sites including Catalina Island will be Phase 2 substantially completed by the end of the year 2021. County of Los Angeles Fire Station 072 (LACF072) is currently behind schedule by approximately (1) month; largely due to the late delivery of the communications shelter. MSI was informed by their supplier Thermobond that Covid-19 has created delay in their supply chain and labor forces, which resulted in the late delivery of the shelter. The shelter requires a California Highway Patrol (CHP) escort and will be delivered to the site to start the installation the week of November 29, 2021. At the Green Mountain site (GRM), the utility provider Los Angeles Department of Water and Power (LADWP) has failed to timely provide a utility power plan. The LADWP Management, Real Estate representatives, and

Mayor's office met on Friday November 19, 2021, to discuss steps forward to bring the request for power to completion. LA-RICS is undertaking the environmental review (CEQA and NEPA) while also shepherding the Right of Entry between California State Parks, LADWP, and the Authority. The Burnt Peak (BUR1) site remains challenged for normal utility power as well, since MSI informed the Authority on November 16, 2021, that MSI will no longer support the plan to utilize the emergency generator for use as prime power. The Authority must now determine whether to utilize a mobile generator to power the site for the testing and optimization periods, or to leave the site without power until the Southern California Edison (SCE) "Microgrid" power solution is available in approximately 18 months per SCE.

- Sites remaining to start construction: MCI as replacement for SPN and TOP-RELAY.
- Phase 4 – Optimization and Closeout
 - There are eleven (11) cells on the air
 - Cutover plans are currently being further developed between LA-RICS and MSI. The cutover plans will be managed to ensure that all cutovers occur as planned so that the IMS testing dates are met. Stakeholders and prospective users are encouraged to contact LA-RICS representatives with their agency cutover plans to ensure smooth transitions on to the LA-RICS Network.
 - Discussions with Inter Subsystem Interface (ISSI) and the State of California and the City of Los Angeles Mayor's Office have focused on interoperability beyond ISSI using Critical Connect. The State of California is already a user and is looking to partner with LA-RICS for service within the County of Los Angeles borders.
 - ISSI connections have been successfully tested and used on multiple occasions including talk groups established with Torrance and Inglewood utilizing LA-RICS along with the Interagency Communications Interoperability (ICI) Network.
 - Over twenty-three (23) sites have undergone the Phase 4 audit and the corresponding closeout books were submitted to LA-RICS for record.
 - MSI will deliver the first subsystem Narrowband Mobile Data Network (NMDN) Ph.1 on August 4, 2022.

LMR SITES



Sites Phase 2 Not Started (2)	
Sites Under Construction (12)	
Sites Phase 4a Ready (41)	

AGENDA ITEM B

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12'	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13'	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14'	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16'	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17'	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18'	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19'	\$35,000,000	\$34,936,591*	\$ 8,630,287	\$63,409	5/31/22
UASI 21'	\$2,000,000			\$2,000,000	3/31/22
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

* Costs incurred, NTP Issued and / or line item included in approved Spending Plan.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of September 11, 2001 highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs, and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled, and the current infrastructure utilized wherever practical.

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

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



Monthly Report No. 115

December 2, 2021

Submitted November 23rd, 2021

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AGENDA ITEM C

LTE UPDATES

Operations/Governance

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

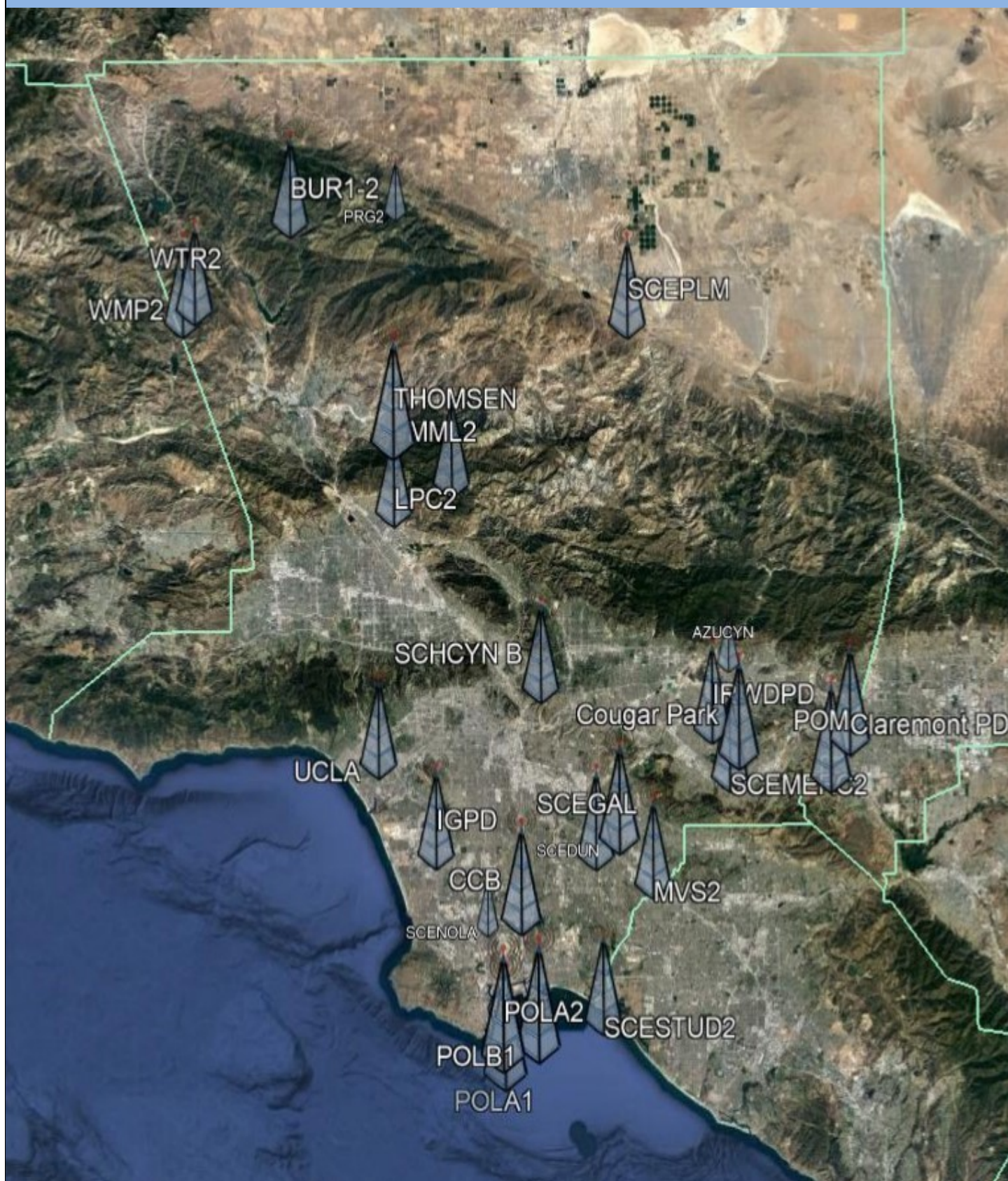
Special Events

- No new activity.

LTE Round 2 Updates

- October 2021 saw progress in utility activation at the remaining Southern California Edison, (SCE) installation. Sites 21-26 have been completed except for one (1) site; POM2, which was slated for completion at the end of July 2021 however the project completion date was extended due to the accidental triggering of a building fire alarm that forced an entire building evacuation during court operating hours. As a result of this accident, all work was suspended by the Judicial Council of California (JCC) until the month of September 2021 when the contractor was allowed back onsite following an investigation and new measures that would prevent such a mishap from reoccurring. Once back onsite the contractor was confronted with an installation deficiency regarding the mechanical attachment of sled-mounts to the building's rooftop. The JCC was consulted on the matter and insisted that the mounts be mechanically attached despite the risk of future leaks on a new roof system and considering the high potential of encountering hazardous materials during the attachment scope. The Authority and the Contractor will meet on 11/24/2021 to further discuss resolution plans. The POLB1 site was not constructed by LA-RICS. The design work for POLB1 and construction plans were delivered to FirstNet AT&T.
- There are no safety issues to report on in this period.
- There are no labor compliance issues to report in this period.
- There are no environmental compliance issues to report in this period.

LTE2 SITE MAP



LMR UPDATES

Environmental Update

- Jacobs continued the full-time MMRP monitoring effort in this period as several ground disturbing activities are still taking place during Ph.2 work. Motorola has not substantially improved its' ability to forecast work that requires advanced planning measures adhered and, or advanced landlord notification. While blatant mis-scheduling of work has become less frequent, it has not yet been eradicated from the Ph.2 effort, which directly impacts the MMRP efforts and workflow, since monitors are required onsite for certain work. An example of the issue is when MSI cancels work on short notice (less than the stipulated and mutually agreed notification period of 48 hours) resulting in LA-RICS monitors dispatched to sites with no activity. Motorola received formal correspondence from LA-RICS demanding that MSI discontinue late cancelations, no shows, and early dismissal of work so that site monitors aren't misdirected and so that work proceeds on a continual, uninterrupted basis.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,678 persons as of November 11, 2021.
- One new NOD (for 10 USFS sites) and one new NOE (for Site MDI) were filed as a result of actions taken during the November Board meeting.
- Environmental documentation for changes at Site SPN also known as Site MCI was submitted to FEMA on November 8, 2021.
- The Project Team began preparation of an EIR Addendum to address a proposed power distribution line at Site GRM.
- There are no environmental compliance issues to report in this period.

Permitting Support

- There are two (2) permits yet to be received, one (1) of the sites TOPRELAY is under review by the Department of Regional Planning (TOPRELAY) , and the other site, (MCI) has yet to be submitted since it is still in the design phase. Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOPRELAY, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR).

Site/Civil

- All site access agreements (SAA's) are completed and have been transmitted to MSI.
- 58 sites in Network, 47 sites completed through Ph.4a.
- Only 2 sites remain to start, MCI and the installation of TOPRELAY shelter, generator, and RF equipment.
- Over 34 sites have normal power on and are optimized at site level by MSI.
- There are no safety issues to report on in this period.
- The "Project Schedule" with the data date of September 14th, 2021 (version 2) was formally accepted by the Authority. The finish date shown on the 9/14/2021DD IMS has a Final System Acceptance date as October 10th, 2023. The Authority maintains that the finish date of the Program may be sooner than forecasted by MSI, particularly if the review and approval of the TOPRELAY installation finishes sooner than currently planned and MSI follows the Authority's suggestion to concurrently submit for building permit with LA County Department of Public Works instead of waiting for the completion of the Coastal Permitting process. Or, if the non-redundant site equipment is moved from TOPRELAY to the MCI location. MSI has provided a response to RFQ No. 077 for the incremental increased cost to bring the non-redundant TOPRELAY equipment to MCI. In addition, MSI has provided predictive coverage maps of the Santa Monica Mountains region so that the Authority would better understand how coverage may be affected if an equipment relocation is carried out. Significant progress has been made at twelve (12) UASI 19 sites and MSI has committed to complete all Ph.2 work at the Catalina Island sites by the end of this year. ESR, BUR1 and GRM have all been Ph.2 punch walked in this period. FRP is scheduled for its Ph.4 punch walk on Wednesday 11/24/2021. Due to a dry winter season so far, the FRP site remained completely accessible for the completion of Ph.4 work. Three sites are planned to receive electrical utility power from Southern California Edison in the Month of November 2021. Submission of Ph.2 close-out documentation continues to be a struggle for MSI to complete. Formal correspondence has been sent to MSI to request that all outstanding close-out materials are submitted immediately. MSI has declined several key coordination meetings in this period to improve planning for MCI, close-out material deliveries and schedule integrity/ maintenance. Several formal letters and notifications have been transmitted between the Authority and MSI in this period for construction change notifications as well as other project and program effecting items. MSI has provided an October update to the approved IMS which made several unauthorized changes to the schedule including an unauthorized extension in time to November 7th, 2023. Per Agreement No.007, Exhibit A. Paragraph 1.4.15.7 with regards to monthly IMS update submissions, the parties shall keep the dates from last approved schedule which is the 9/14/2021DD IMS completing on 10/10/2023. The Authority met with LADWP management, Real Estate representatives, as well as representatives from the Mayor's Office on Friday 11/19/2021 to discuss plans and timeframe for completion of electrical service request, which is currently behind schedule and will cause the GRM site to complete behind schedule. At this time the late activity at GRM does not impact the critical path of the Program. In this period MSI indicated that it will no longer entertain the plan to utilize the emergency generator at the BUR1 site. The Project Team is now re-exploring the costs and logistics associated with a rental, or possibly purchased mobile generator that can be used at BUR1 to allow MSI to optimize and test the site per schedule.

Network

- Frequency usage, narrow-banding, Agency cut-over process, and cut-over duration remain focal items for the LMR Program Ph.4 Teams. All forecasted dates have been forwarded to Motorola for IMS updates, which are included in the 7/13/2021DD IMS as well as the updated versions that succeeded it, including the approved IMS 9/14/2021DD. System interference on Ch. 16, is still being investigated by the Sheriff's Department and ISD along with the technical leads from the LA-RICS Project Team. The coordination between LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Analog Conventional System (ACVRS) particularly. In July 2021 the ISSI connection to the ICI system was again successfully tested, connecting South Bay ICI users with LA-RICS during an event at SoFi Stadium as well as other successful tests since that time. MSI has made considerable progress on the turn-up of 700Mhz cells for optimization and have reported that they are on schedule for the turnover of the first subsystem, NMDN Ph.1, on August 4th, 2022.
- The LMR Site Map is shown below.

LMR SITE MAP

LMR SITE MAP

Legend:

- Sites under construction (9)
- Sites Ph.2 Complete (47)
- Sites Not Started Construction (2)

AGENDA ITEM C



**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 2, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE

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

CO:mbc

Enclosure

LA-RICS PSBN SITE DEPLOYMENT
Week of 11/22/2021

Site ID	Type	GC	City Planning	MISC Permit HDP /CP	Building Permit Rec'd	SAA Exec	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Close Out	Comments
MML2	Colo	MSI	NA	NA	5/21/2020	Complete	7/31/2020	NA	11/20/2020	11/27/2020	11/30/2020	11/30/2020	12/15/2021	Substantially Complete. (1) Trenching is complete. Awaiting final electrical connections.
MNTBLPD	Pole	Diversified	NA	NA	9/11/2020	Complete	9/28/2020	8/21/2020	10/16/2020	11/27/2020	11/30/2020	11/30/2020	8/11/2021	Site Complete
POLA1	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	2/5/2021	10/6/2020	3/5/2021	9/15/2021	Site Complete
POLA2	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	10/6/2020	10/6/2020	4/19/2021	7/30/2021	LA-RICS scope complete. Site waiting for Fenix Terminal and AT&T to finalize power and fiber agreement.
POM2	Roof	Motive	NA	NA	12/23/2020	Complete	2/1/2021	NA	NA	3/12/2021	6/18/2021	10/8/2021	12/15/2021	Site construction complete. Completing final inspections and punchlist.
POLB1	Pole	Motive	8/20/2020	Complete	9/18/2020	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	No activity required by LA-RICS

Legend	
	Completed
	Forecasted - Scheduled




**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 2, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

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

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

TP:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

December 2, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
Advisory Board Meeting	November 3, 2021
County of Los Angeles/LA-RICS Spectrum Governance Meeting	November 5, 2021
Law Enforcement Mobile Computing Industry Vision	November 5, 2021
Weekly Outreach Meeting	November 11, 2021
FirstNET Superusers Group	November 16, 2021
Emergency Communications Preparedness Center (ECPC) Advanced Technology Working Group (ATWG)	November 17, 2021
NSA Government Affairs Monthly Meeting	November 18, 2021
County of Los Angeles/LA-RICS Spectrum Governance Meeting	November 18, 2021
Law Enforcement Mobile Computing Industry Vision	November 18, 2021
Weekly Outreach Meeting	November 22, 2021
International Public Safety Association (IPSA) Board of Directors Special Meeting	November 22, 2021
Weekly Outreach Meeting	November 29, 2021

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

Super Bowl 56 communications planning is underway. LA-RICs staff has been in close contact with federal, state and local partners. Testing at the SoFi stadium has been successful at National Football League (NFL) games. For interoperability with certain agencies, the Los Angeles County Sheriff's Department (LASD) will be issuing loaner portable radios to those persons who require interoperability with the Inglewood Police Department and the LASD.

The UCLA Police Department (PD) is upgrading their dispatch consoles in order to be compatible with the LA-RICS network. They report that their console project will take approximately nine months.

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

Authority staff met with representatives from the City of Los Angeles Police Department in an ongoing effort to discuss the planned Inter Subsystem Interface (ISSI) connection.

The Executive Director is a member of the International Association of Chief of Police (IACP) Communications and Technology Committee and attends monthly meetings to stay current on communications technology, policy and procedures.

The County of Los Angeles Office of Emergency Management has received LA-RICS System IDs and plans to program their radios in the near future.

A radio testing plan with the LASD's Aero Bureau testing plan is currently in development awaiting radio programming.

SC:mbc



**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 2, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

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

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for the quarter ending September 30, 2021.

GS:mbc

Enclosure

AGENDA ITEM I

Los Angeles Regional Interoperable Communications System Authority (LA-RICS)
Statement of Receipts & Disbursements for AT&T Business Agreement Fund For Public Safety Broadband Network (PSBN)
July 1, 2021 through September 30, 2021

			<u>Fund VSA</u>
Cash Balance, as of July 1, 2021 *			\$ 3,698,601.52
Description	Record Date	Amount	
Receipts:			
INTEREST ALLOCATION FOR THE MONTH ENDING June 30, 2021	07/01/21	\$ 341.96	
INTEREST ALLOCATION FOR THE MONTH ENDING July 31, 2021	08/01/21	459.39	
INTEREST ALLOCATION FOR THE MONTH ENDING August 31, 2021	09/01/21	519.78	
Subtotal - Interest Income			\$ 1,321.13
AT&T - PSBN Payment for Amendment No. 4	09/03/21	900,000.00	
Subtotal - PSBN Payments			900,000.00
Total Receipts			901,321.13
Total Beginning Cash Balance and Receipts			4,599,922.65
Disbursements:			
FY20/21-2424 SD EDSON, INC	07/07/21	18,197.55	
FY20/21-IS11 COUNTY LA-RICS-ISD	07/15/21	4,275.60	
FY20/21-CC12 COUNTY LA-RICS-COUNTY COUNSEL	07/21/21	3,103.75	
FY20/21-SH23 COUNTY LA-RICS-SHERIFF'S	07/21/21	5,715.40	
FY20/21-PB12 COUNTY LA-RICS-PROBATION	07/21/21	2,630.99	
FY20/21-MH12 COUNTY LA RICS-MENTAL HEALTH	07/21/21	2,193.90	
FY20/21-TT05 COUNTY LA RICS-TREASURER TAX COLLECTOR	07/26/21	326.12	
FY20/21-IS12 COUNTY LA-RICS-ISD	07/26/21	4,886.40	
FY20/21-2445 JEANETTE ARISMENDEZ	07/27/21	252.52	
FY20/21-DA04 COUNTY LA RICS-DISTRICT ATTORNEY	07/28/21	74,481.16	
FY20/21-CC13 COUNTY LA-RICS-COUNTY COUNSEL	07/30/21	1,080.35	
FY20/21-IS13 COUNTY LA-RICS-ISD	08/04/21	1,832.40	
FY21/22-2451 MELISSA SARADPON	08/10/21	96.96	
FY21/22-2414 EASTGROUP PROPERTIES	08/12/21	35,828.74	
FY20/21-AC06 COUNTY LA-RICS-AUDITOR CONTROLLER	08/17/21	6,453.60	
FY21/22-PB01 COUNTY LA-RICS-PROBATION	08/17/21	2,210.04	
FY21/22-2459 EASTGROUP PROPERTIES	08/19/21	17,914.37	
FY21/22-2463 CJPIA	08/24/21	11,000.00	
FY21/22-2464 CJPIA	08/24/21	59,000.00	
FY21/22-2453 SD EDSON, INC	08/25/21	18,921.00	
FY21/22-2474 SD EDSON, INC	09/09/21	19,588.80	
FY20/21-PW08 COUNTY LA-RICS-PUBLIC WORKS	09/09/21	1,956.16	
FY21/22-SH01 COUNTY LA-RICS-SHERIFF'S	09/14/21	7,652.08	
FY21/22-SH02 COUNTY LA-RICS-SHERIFF'S	09/15/21	17,217.17	
FY21/22-2490 EASTGROUP PROPERTIES	09/22/21	17,914.37	
Subtotal - Unit 55902 - Member Funded JPA Operations Costs			334,729.43
FY20/21-IS11 COUNTY LA-RICS-ISD	07/15/21	1,832.40	
FY20/21-CC12 COUNTY LA-RICS-COUNTY COUNSEL	07/21/21	953.25	
FY20/21-TT05 COUNTY LA RICS-TREASURER TAX COLLECTOR	07/26/21	5,136.39	
FY20/21-IS12 COUNTY LA-RICS-ISD	07/26/21	1,527.00	
FY20/21-CC13 COUNTY LA-RICS-COUNTY COUNSEL	07/30/21	508.40	
FY20/21-AC05 COUNTY LA-RICS-AUDITOR CONTROLLER	07/30/21	22,408.00	
FY20/21-IS13 COUNTY LA-RICS-ISD	08/04/21	407.20	
FY21/22-2464 CJPIA	08/24/21	13,000.00	
FY21/22-SH01 COUNTY LA-RICS-SHERIFF'S	09/14/21	15,304.15	
FY21/22-PB02 COUNTY LA-RICS-PROBATION	09/15/21	1,789.08	
FY21/22-SH02 COUNTY LA-RICS-SHERIFF'S	09/15/21	17,217.17	
FY21/22-2489 VERIZON WIRELESS	09/21/21	1,227.64	
FY21/22-2500 SOUTHERN CALIFORNIA EDISON CO. - INSTALL	09/28/21	4,172.43	
Subtotal - Unit 55906 - LTE Administrative Costs			85,483.11

Description	Record Date	Amount	
FY20/21-2427 NANCY YANG	07/07/21	93.50	
FY20/21-2430 NANCY YANG	07/14/21	93.50	
FY20/21-2429 Jacobs Engineering	07/15/21	15,023.00	
FY20/21-IS11 COUNTY LA-RICS-isd	07/15/21	5,420.65	
TSF FR V58 TO TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-MH01 MH DEPT	07/15/21	3,513.65	
TSF FR V58 TO TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-MH02 MH DEPT	07/15/21	6,388.46	
TSF FR V58 TO TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-IS09 ISD DEPT .	07/15/21	1.25	
TSF FR V58 TO TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-IS10 ISD DEPT .	07/15/21	0.75	
TSF FR V58 TO TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY18/19-1776 SWR CMS	07/15/21	5,238.22	
FY20/21-CC12 COUNTY LA-RICS-COUNTY COUNSEL	07/21/21	13,185.41	
FY20/21-PB12 COUNTY LA-RICS-PROBATION	07/21/21	3,788.64	
FY20/21-TT05 COUNTY LA RICS-TREASURER TAX COLLECTOR	07/26/21	1,141.42	
FY20/21-IS12 COUNTY LA-RICS-isd	07/26/21	439.95	
FY20/21-RR04 COUNTY LA RICS-REGISTRAR RECORDER	07/27/21	44,407.69	
FY20/21-DA04 COUNTY LA RICS-DISTRCT ATTORNEY	07/28/21	36,623.12	
FY20/21-CC13 COUNTY LA-RICS-COUNTY COUNSEL	07/30/21	4,458.20	
FY20/21-AC05 COUNTY LA-RICS-AUDITOR CONTROLLER	07/30/21	14,020.11	
FY20/21-IS13 COUNTY LA-RICS-isd	08/04/21	2,197.80	
TRAVEL & TRAI RECLASSIFY TRAVEL EXP FROM V58 TO V5A	08/12/21	30.42	
FY21/22-PB01 COUNTY LA-RICS-PROBATION	08/17/21	3,051.96	
FY21/22-2458 Jacobs Engineering	08/23/21	12,616.00	
FY21/22-2464 CJPIA	08/24/21	33,259.00	
FY20/21-PW08 COUNTY LA-RICS-PUBLIC WORKS	09/09/21	1,956.16	
FY21/22-PB02 COUNTY LA-RICS-PROBATION	09/15/21	5,051.52	
FY21/22-2475 Jacobs Engineering	09/17/21	12,948.00	
Subtotal - Unit 55908 - LMR Administrative Costs		<u>224,948.38</u>	
Total Disbursements			645,160.92
Ending Cash Balance, September 30, 2021 *			<u>\$ 3,954,761.73</u>

* Cash Balance excluding unit code 55903 transactions

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division
JK 11/10/21



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

December 2, 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. It is time for it to make its December 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 J

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 Legislature passed AB 361 to continue to allow broader access through teleconferencing options consistent with the prior Governor's Executive Orders, and permitted expanded use of teleconferencing during the COVID-19 pandemic provided certain findings were made. 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, which occurred on 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, and made its first findings on November 4, 2021. As we approach the second 30-day deadline,, 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 meeting if the appropriate findings are made.

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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

December 2, 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 within the Agreement which results in a decrease to the Maximum Contract Sum in the amount of \$74,869,565.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 85 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to remove the following scope and costs:
 - 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 \$343,059.
 - c. Removal of certain Phase 4 (LMR System Implementation) work in the amount of \$636,438.
 - d. Removal of certain Additive Alternate work in the amount of \$73,350,438.
 - e. Removal of certain Change Order work in the amount of \$10,497.

AGENDA ITEM K

2. Authorize a decrease to the Maximum Contract Sum in the amount of \$74,869,565, from \$289,801,632 to \$214,932,067 when taking the reduced scope contemplated in Amendment No. 85 into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 85, in substantially similar form to the enclosed Amendment (Enclosure).

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 \$74,869,565.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Amendment No. 85 contemplates the removal of certain scope from the Agreement and corresponding costs as described below which results in a decrease to the Maximum Contract Sum in the amount of \$74,869,565.

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.

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. 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.

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 decrease to the Maximum Contract Sum by \$74,869,565 from \$289,801,632 to \$214,932,067.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a faint, larger blue ink signature that is partially obscured.

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 \$343,059; (c) reflect a reduction of certain testing contemplated in the scope of Phase 4 (LMR System Implementation), for a cost decrease in an amount of \$636,439; (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 \$74,869,565 from \$289,801,632 to \$214,932,067; 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)

Item No.	Item Description	Reconciliation	Amount
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. The reduction 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)
TOTAL AMOUNT:					(\$343,059)

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.

Item No.	Item Description	Reconciliation	Amount
1.	Special Operational Test Acceptance	Remove from the scope of Phase 4	(\$458,404)
2.	Stress Test Acceptance	Remove from the scope of Phase 4	(\$10,000)
3.	Voice Aerial Coverage Test Acceptance	Remove from the scope of Phase 4	(\$105,786)
4.	Voice Waterway Coverage Test Acceptance	Remove from the scope of Phase 4	(\$62,250)
TOTAL AMOUNT:			(\$636,439)

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, Nine Hundred Thirty-Two Thousand, Sixty-Seven Dollars (\$214,932,067) 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, Six Hundred Fifty-Three Thousand, Five Hundred Twenty-Seven Dollars (\$157,653,527). 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 November 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.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.
- 8.11 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

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	\$ -	\$ 43,375,046	\$ 4,228,114	\$ 39,146,932
Phase 3	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
Phase 4	\$ -	\$ 20,663,227	\$ 2,002,951	\$ 18,660,276
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 162,129,826	\$ 13,578,453	\$ 148,551,373
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 162,129,826	\$ 13,578,453	\$ 204,449,891
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ -	\$ -	\$ -	\$ -
Mandatory Building Coverage Additive Alternate	\$ -	\$ -	\$ -	\$ -
Metrorail Coverage Additive Alternate	\$ -	\$ -	\$ -	\$ -
LMR System Maintenance for Additive Alternates	\$ -	\$ -	\$ -	\$ -
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	\$ 57,202,518	\$ 174,364,503	\$ 14,382,251	\$ 217,184,771
TOTAL CONTRACT SUM:	\$174,364,503			
LMR Discounts^(Note 2)	-\$16,634,955			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$214,932,067			

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173,110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 2: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <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		Subsystem	-	-	\$ 446,491	-	\$ 446,491
B.1.14.3.3.29.2		Subsystem	-	-	\$ 111,623	\$ 55,811	\$ 55,812
B.1.14.3.3.29.3		LARTCS Design – Los Angeles Regional Tactical Communications Subsystem:	-	-	\$ -	-	-
B.1.14.3.3.29.3		80% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 486,144	-	\$ 486,144
B.1.14.3.3.29.3		20% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 121,535	\$ 60,768	\$ 60,767
B.1.14.3.3.29.4		NMDN Design – Narrowband Mobile Data Network	-	-	\$ -	-	-
B.1.14.3.3.29.4		80% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 113,646	-	\$ 113,646
B.1.14.3.3.29.4		20% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 28,412	\$ 14,206	\$ 14,206
B.1.14.3.3.29.5		Consoles Design	-	-	Included	-	-
B.1.14.3.3.29.6		Logging Recorder Description	-	-	Included	-	-
B.1.14.3.3.29.7		Site Interconnection/Backhaul Subsystem Description:	-	-	\$ -	-	-
B.1.14.3.3.29.7		80% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 170,323	-	\$ 170,323
B.1.14.3.3.29.7		20% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 42,581	\$ 21,290	\$ 21,291
B.1.14.3.3.29.8		System Management and Monitoring Subsystem Description	-	-	Included	-	-
B.1.14.3.3.29.9		Inventory and Maintenance Tracking Subsystem Description	-	-	Included	-	-
B.1.14.3		LMR Final System Design Approval <i>(Note 1)</i>	-	-	\$ 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	\$ -	\$ -
Base.22.2.1		Performance Bond for Phase 1 – System Design	-	-	\$ 29,774	\$ -	\$ 29,774
Base.22.2.1		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 <i>(Note 2)</i>	-	-	\$ -	\$ -	\$ -
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	Encinal 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	MTF	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 ^(Note 2)	-	-	\$ -	\$ -	\$ -
B.1.14.6	BAH	Baldwin Hills	-	-	\$ -	\$ -	\$ -
B.1.14.6	BJM	Black Jack Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BMT	Bald Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BUR	Blue Roek	-	-	\$ -	\$ -	\$ -
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

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3-22)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	HPK	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	JPK	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF072	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
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	LACFC009	CP-9	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAHE	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.6	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MAM	Magie Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	MDI	Mount Disappointment	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLE	Mount Lee	-	-	\$ -	\$ -	\$ -
B.1.14.6	MLM	Mira Loma Facility	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MMC	Mount McDill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6	MVS	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	OAT	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ONK	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PHN	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PRG	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.6	RDNBPD	Redondo Beach PD	-	\$ -	\$ -	\$ -	\$ -
B.1.14.6	RHT	Rolling Hills Transmit	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RIH	Rio Hondo	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.6	SDW	San Dimas	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SGH	Signal Hill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.6	SPN	Saddle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SUN	Sunset Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.6	TOP	Topanga Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TPK	Tejon Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TWR	Tower Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.6	WMP	Whitaker Middle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WSI	100 Wilshire	-	-	\$ -	\$ -	\$ -
B.1.14.6	WTR	Whittaker Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.6	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.6	FCCF	L.A. County Fire Command	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
Subtotal for Phase 1:			\$ -	\$ -	\$ 9,724,937	\$ 916,766	\$ 8,808,171
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 10)							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site					
B.1.14.5	APC	Airport Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BHCCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.5	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.5	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.5	OLI	Olinda			\$ -	\$ -	\$ -

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3-22)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6		Permit Approval by Site					
B.1.14.6	APC	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BCHCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.6	LACFI36	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			\$ -	\$ -	\$ -
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	PWF	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			\$ -	\$ -	\$ -
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	PWF	Porthead Tank			\$ -	\$ -	\$ -
B.1.14.6	VPK	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 16)			\$ -	\$ -	\$ 123,721	\$ 12,372	\$ 111,349
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			\$ -	\$ -	\$ -
B.1.14.5	UCLA	UCLA (Factor Building)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WWY	Winding Way			\$ -	\$ -	\$ -
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

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Unilateral Option Sum <i>(Notes 3, 5, 6, 7, 8,9)</i>	Credits <i>(Note 11)</i>	Contract Sum - Payable Amount for Phase 1 <i>(Notes 3-22)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	RPV1	Rancho Palos Verdes			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SMMC	Santa Monica/UCLA Medical Center			\$ -	\$ -	\$ -
B.1.14.6	UCLA	UCLA (Factor Building)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WWY	Winding Way			\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 18)			\$ -	\$ -	\$ 57,102	\$ 5,710	\$ 51,392
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 DTVRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$ 114,476	\$ 1,030,282
B.3.2 to B.3.6		Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites	-	-	\$ 404,440	\$ 40,444	\$ 363,996
B.3.2 to B.3.6		Three MCC 7500 Consoles for DTVRS	-	-	\$ 197,074	\$ 19,707	\$ 177,367
C.14		Portable Radio Upgrade Kits (2009 UASI Funds)	-	-	\$ 65,800	\$ 6,580	\$ 59,220
C.14		Portable Radio Upgrade Kits (2010 UASI Funds)	-	-	\$ 296,100	\$ 29,610	\$ 266,490
B.4.2.3		Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites	-	-	\$ 463,818	\$ 46,382	\$ 417,436
Base.22.3.2		Performance Bond for Core 1 and Repeater Sites	-	-	\$ 89,801	\$ -	\$ 89,801
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
		DTVRS - ASTRO Site Repeaters (ASR)	-	-	\$ 408,816	\$ 40,882	\$ 367,934
		Core Licenses for 700/UHF ASR Sites	-	-	\$ 127,748	\$ 12,775	\$ 114,973
		Mobile Meshed VSAT Satellite System & Installation	-	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	-	-	\$ 81,116	\$ 8,112	\$ 73,004
Base.22.3.2		Performance Bond for SOW	-	-	\$ 6,345	\$ -	\$ 6,345
Subtotal for System on Wheels:			\$ -	\$ -	\$ 1,218,697	\$ 121,235	\$ 1,097,462
STATION B EQUIPMENT (AMENDMENT NO. 4)							
		DTVRS - ASTRO Site Repeaters (ASR):	\$ -	-	\$ 585,803	\$ 58,580	\$ 527,223
		700 MHz ASR - 6 Channel (Phase 1/Phase 2)	\$ -	-	\$ -	\$ -	\$ -

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
		UHF ASR - 11 Channel (Phase 1/Phase 2)	\$ -	-	\$ -	\$ -	\$ -
		Core License Upgrades for ASR Sites	\$ -	-	\$ 149,548	\$ 14,955	\$ 134,593
		MOTOBIDGE GX Communication Gateway	\$ -	-	\$ 174,329	\$ 17,433	\$ 156,896
		Point-To-Point 4.9 GHz Backhaul	\$ -	-	\$ 26,748	\$ 2,675	\$ 24,073
		Mobile Meshed VSAT Satellite System & Installation	\$ -	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	\$ -	-	\$ 99,820	\$ 9,982	\$ 89,838
Base.22.3.2		Performance Bond for Station B Equipment	\$ -	-	\$ 6,566	\$ -	\$ 6,566
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: <i>(Note 4)</i>					
		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
		Portthead 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:					

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
		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:					
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)			\$ -		\$ -
		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 APX7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LITE)	-	-	\$ 5,724	\$ -	\$ 5,724
		Subscriber Maintenance for 10 APX 7500 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:			\$ -	\$ -	\$ 5,063,651	\$ -	\$ 5,063,651
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

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
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
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			\$ -	\$ -	\$ -
		Subscriber Maintenance for 40 APX-7000XE Portable Radios Beyond-Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$2,520 per year)- (Service from the Start - LITE)			\$ -	\$ -	\$ -
		APX-7500 Console and (Dual-Band with UHF and 700-MHz-Enabled)- (Total Quantity 4) and Remote Control HD/CHIB Replacement - Refer to Amendment 12, Attachment A, for specifications and a detailed cost-breakdown			\$ -	\$ -	\$ -
		APX-7500 Control Station (Dual-Band with UHF and 700-MHz-Enabled)- (Total Quantity 1) - Refer to Amendment 12, Attachment A, for specifications and a detailed cost-breakdown			\$ -	\$ -	\$ -
		Subscriber Maintenance for 4 APX-7500 Consoles and 1 APX-7500 Control Station Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 - at \$477 per year) (Service from the Start - LITE)			\$ -	\$ -	\$ -
Total for Portable Radio Equipment					\$ -		\$ -
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			\$ -	\$ -	\$ -

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
		San Dimas			\$ -	\$ -	\$ -
		Signal Hill			\$ -	\$ -	\$ -
		Saddle Peak			\$ -	\$ -	\$ -
		Topanga Peak			\$ -	\$ -	\$ -
		Tejon Peak			\$ -	\$ -	\$ -
		Tower Peak			\$ -	\$ -	\$ -
		100 Wilshire			\$ -	\$ -	\$ -
		Airport Courthouse			\$ -	\$ -	\$ -
		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)			\$ -	\$ -	\$ -
		Total for Adapters for Dispatcher Headset for Compatability with Console Desk Radios:			\$ -	\$ -	\$ -
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

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

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

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

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

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
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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.

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 Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
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	JKP	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Los Angeles County Fire Departmental 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 Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MCI	MCI				\$ 119,825	\$ 11,983	\$ 107,843
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337
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	WSI	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				\$ -	\$ -	\$ 16,762,379	\$ 1,676,238	\$ 15,086,141
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		Los Angeles County Sheriff's						
B.2.2	LASDTEM	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		Los Angeles County Sheriff's						
B.2.2	PLM	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 Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
		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)								
			\$ -	\$ -	\$ 43,375,046	\$ 4,228,114	\$ 39,146,932	

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

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

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

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

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

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4 (Note 8)	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	OMG	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				\$ 228,900	\$ 22,890	\$ 206,010
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 126,555	\$ 12,655	\$ 113,899
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 136,015	\$ 13,602	\$ 122,414
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 96,430	\$ 9,643	\$ 86,787
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4 (Note 8)	Total 10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2	WMP	Whittaker Middle Peak		\$ -	\$ -	\$ 58,659	\$ 5,866	\$ 52,794
B.4.2.2	WSI	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				\$ -	\$ -	\$ 3,622,582	\$ 362,258	\$ 3,260,323
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFI36	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	L.A. City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ -	\$ -
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	PWF	Portshead 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						

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	POM	Pomona Courthouse				\$ 104,593	\$ 10,459	\$ 94,134
Subtotal for Additional Sites (Amendment No. 29)				\$ -	\$ -	\$ 104,593	\$ 10,459	\$ 94,134
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	UNIV	Universal Studios				\$ 73,533	\$ 7,353	\$ 66,180
Subtotal for Additional Sites (Amendment No. 30)				\$ -	\$ -	\$ 73,533	\$ 7,353	\$ 66,180
ADDITIONAL SITES (AMENDMENT NO. 34)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	INDWT	Industry Water Tank				\$ 60,655	\$ 6,066	\$ 54,590
Subtotal for Additional Sites (Amendment No. 34)				\$ -	\$ -	\$ 60,655	\$ 6,066	\$ 54,590
ADDITIONAL SITES (AMENDMENT NO. 35)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	WWY	Winding Way				\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)				\$ -	\$ -	\$ -	\$ -	\$ -
ADDITIONAL SITES (AMENDMENT NO. 36)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	SPH	San Pedro Hill				\$ 74,490	\$ 7,449	\$ 67,041
Subtotal for Additional Sites (Amendment No. 36)				\$ -	\$ -	\$ 74,490	\$ 7,449	\$ 67,041
ADDITIONAL SITES (AMENDMENT NO. 50)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	ESR	East Sunset Ridge				\$ 165,624	\$ 16,562	\$ 149,062
Subtotal for Additional Sites (Amendment No. 50)						\$ 165,624	\$ 16,562	\$ 149,062
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	Included in Phase 3		
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	Included in Phase 3		
B.4.3		Training		\$ -	\$ -	Included		
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	Included		
B.4.2		Acceptance Testing	1	\$ -	\$ -			
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -

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.4.6		Final Disaster Recovery Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	As provided for in Base.11.2.1	\$ -	\$ -
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ -	\$ -	\$ -
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500		\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,504	\$ 1,024,150	\$ 9,217,354
Total for Phase 4 - LMR System Implementation:				\$ -	\$ -	\$ 20,663,227	\$ 2,002,951	\$ 18,660,276

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

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

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

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

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

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

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

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

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

Note 9: Pursuant to Amendment No. Thirty-Two, the per site NMDM costs contemplated in Phase 3 and Phase 4, have moved to a single line item in the amount of \$2,764,123. Resulting Discounts in the amount of \$582,086 have been captured in Exhibit C.15 (LMR Discounts), which will be applied at the discretion of the Authority.

SCHEDULE OF PAYMENTS
EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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

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
Amendment No. 56					

EXHIBIT C.17*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 85*

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58					
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.

SCHEDULE OF PAYMENTS

EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 82	HOLDBACK
Phases 1 to 4 Holdback	13,578,453
LMR Change Order Modifications Holdback	326,744
LMR Unilateral Amendments Holdback	126,654
MPLS Mobile Backhaul Holdback	220,000
Subsystem Hold Back Total	14,251,851

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	\$553,856	\$149,481	\$703,338	\$2,584,732
DTVRS	3/10/2023	55%	\$5,069,545	\$1,409,776	\$3,096,360	\$826,817	\$3,923,176	\$14,325,674
LARTCS	7/28/2023	10%	\$921,735	\$256,323	\$558,953	\$149,481	\$703,338	\$2,589,830
ACVRS	8/3/2023	20%	\$1,843,471	\$512,646	\$1,118,857	\$300,000	\$1,418,857	\$5,193,831
NMDN (Phase 2) Completion final System Documentation	9/26/2023	5%	\$460,868	\$128,161	\$271,357	\$74,221	\$345,577	\$1,280,185
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	\$5,628,474	\$1,500,000	\$7,123,377	\$26,556,071



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

December 2, 2021

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

Dear Directors:

2022 SCHEDULE OF LA-RICS BOARD MEETINGS

SUBJECT

This item was continued from the November 2021 Board Meeting:

Board approval is requested for the 2022 Schedule of LA-RICS Board Regular Meetings. Due to COVID-19, the meetings will be held via Microsoft Teams meeting until further notice, unless the requirements of state law pursuant to AB 361 can no longer be met. In that AB 361 requires the Board make specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter, Board meetings have been scheduled to be within those 30 days and no longer fall on the first Thursday of every month.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve the following dates for the calendar year 2022 Board Regular Meeting Schedule:
 - January 6
 - February 3
 - March 3
 - March 31
 - April 28
 - May 26
 - June 23
 - July 21

AGENDA ITEM L

- August 18
- September 15
- October 13
- November 10
- December 8

All Regular Meetings will be held at 9:00 a.m. Pacific Time via Microsoft Teams until further notice, unless the requirements of state law pursuant to AB 361 can no longer be met.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will set the date, time, and location for each Regular Meeting of this Board for calendar year 2022.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority