



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, August 6, 2020 • 9:00 a.m.

Teleconference Meeting*

Meeting Call-in Number for Board Members and Public:

Telephone Number: (213) 306-3065

Access Code: 146 186 5819

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

AGENDA POSTED: July 31, 2020

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

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

Members:

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Alex Villanueva**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **John Curley**, Chief of Police, City of Covina Police Dept.

Alternates:

John Geiger, General Manager, CEO, County of Los Angeles
Thomas Ewald, Deputy Fire Chief, County of Los Angeles Fire Dept.
Mark Glatt, Chief, Los Angeles County Sheriff's Dept.
Roel Amara, Asst., Dir., EMS Agency, County of LADHS
Vacant.
Brian Solinsky, Deputy Chief, City of South Pasadena Police Dept.
Marcel Rodarte, Executive Dir., CA Contract Cities Assoc.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Brian Leyn, Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.

Officers:

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



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES (A)

A. July 9, 2020 – 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 – Lt. Sven Crongeyer / Ted Pao

E. Finance Committee Chairs Report – No Report

VII. DISCUSSION ITEMS (F-J)

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

Agenda Item F

G. Telecommunication Facility Construction and Installation Projects for PSBN Round 2 Change Order Budget Update – Jeanette Arismendez



Agenda Item G

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

Agenda Item H

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

Agenda Item I

- J. Outreach Update – Wendy Stallworth Tait and Lt. Sven Crongeyer

Agenda Item J

VIII. ADMINISTRATIVE MATTERS (K-N)

K. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AN AGREEMENT FOR A LAND MOBILE RADIO SYSTEM SITE

It is recommended that your Board:

1. Find the approval and execution of the SAA for the ESR site with Estrella KRCA Television, LLC which would allow the construction, implementation, operation and maintenance of the LMR System at this site is within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Authorize the Executive Director to finalize and execute the real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

Agenda Item K

L. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 78225 FOR JOINT USE AND SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT



It is recommended by that your Board:

1. Approval to negotiate and finalize Amendment No. 1 to Agreement No. 78225 for the Joint Use and Services Agreement, in substantially similar form to the attached Enclosure, which contemplates LASD housing, maintaining, insuring, and deploying the Authority's CoLT and CoPT.
2. Delegate authority to the Executive Director to execute Amendment No. 1, in substantially similar form, to the enclosed Amendment (Enclosure).
3. Delegate authority to the Executive Director to approve and execute Amendments to the Agreement that do not impact the term, or any terms and conditions of the Agreement, provided any such Amendments are approved as to form by Counsel to the Authority.

Agenda Item L

M. APPROVE AMENDMENT NO. 46 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

It is recommended that your Board:

1. Approve Amendment No. 46 to Agreement No. LA-RICS 008 with Motorola Solutions, Inc. (Motorola) to reconcile certain PSBN Components resulting in a cost decrease in the amount of \$247,950.
2. Authorize a decrease to the Maximum Contract Sum in the amount of \$247,950 from \$138,485,370 to \$138,237,420, when taking the recommended actions into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 46, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item M

N. APPROVE AMENDMENT NO. 48 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

It is recommended that your Board:



1. Make the following findings with respect to the LMR Change Order Modifications:
 - a. Find that (a) approval of Amendment No. 48 to contemplate Change Order Modifications at two (2) LMR System sites, Agoura Hills (AGH), related to the easement at the site, and Topanga Peak (TOP), related to painting the monopole at this site, is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by the Board under CEQA on March 29, 2016; and (b) that 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 substantial increase in the severity of previously identified significant effects.
2. Approve Amendment No. 48 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to incorporate certain LMR Change Order Modifications as further described in this letter for a cost increase in the amount of \$10,159.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$10,159 from \$288,137,924 to \$288,148,083.
4. Delegate authority to the Executive Director to execute Amendment No. 48, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item N

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT - NONE

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, September 3, 2020, at 9:00 a.m., via Teleconference Meeting.



BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) requests for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

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

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

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

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



BOARD OF DIRECTORS

MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, July 9, 2020 • 9:00 a.m.

Teleconference Regular and Special Meeting

Meeting Call-in Number for Board Members and Public:

Telephone Number: (213) 306-3065

Access Code: 146 573 4262

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Joe Ortiz, Chief of Police, City of South Pasadena Police Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.
John Curley, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, General Manager, County of Los Angeles
Thomas Ewald, Deputy Fire Chief, County of Los Angeles Fire Dept.
Mark Glatt, Chief, Los Angeles County Sheriff's Dept.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.

Officers Present:

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

Absent:

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Chris Nunley, Chief of Police, City of Signal Hill Police Dept.



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

I. CALL TO ORDER

Alternate Chair, Mark Glatt, called the regular and special meeting of the Board to order concurrently at 9:03 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. June 15, 2020 – Special Minutes

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

There were none.

Board Member Mark Alexander motioned first, seconded by Alternate Board Member Louis Perez.

Ayes 7: Alexander, Curley, Ewald, Geiger, Glatt, Ortiz, and Perez.

Board Member Cathy Chidester joined the meeting after approval of minutes and thus not reflected in this vote.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Scott Edson stated he hopes everyone is adjusting to the new normal and staying safe. Director Edson stated the last few weeks have been very busy and he thanked everyone for their continued support.

BTOP GRANT/AT&T BUSINESS AGREEMENT UPDATE

Executive Director Edson reported just two days ago, on Tuesday, July 7, 2020, despite a national pandemic, and with only a one-week administrative extension granted by the National Oceanic and Atmospheric Administration (NOAA), we substantially completed construction on all twenty (20) Round 2 Public Safety Broadband Network (PSBN) Long Term Evolution (LTE) sites funded by the Broadband Technology Opportunities Program (BTOP) grant, meeting the grant requirements and grant performance period deadline. Punch walks, site inspections and clean-up have all been scheduled. Additionally, all remaining equipment for six (6) Round 2 sites was ordered, using BTOP funding; negotiated an agreement with our partner, AT&T FirstNet, who will fund the construction on the remaining six sites. This funding is in addition to the \$6 million AT&T will pay upon delivery of twenty-six (26) PSBN sites, which they will then incorporate into the National Public Safety Broadband Network (NPSBN).

Executive Director Edson provided details on how the team got this done and brought some agenda items to the Boards attention and stated Program Director Chris Odenthal will present a more detailed report on LTE Round 2 implementation and construction, under Discussion Item F.

Executive Director Edson went on to state as reported to your Board at the June 15, 2020, meeting, the team received a no-cost extension to build a total of 20 sites by July 7, 2020. Also as previously reported to your Board the team stated it would continue to work with the federal grantor and AT&T to ensure completion of all 26 sites.

Executive Director Edson provided additional details on the no-cost extension and stated on June 22, 2020, the team submitted the no-cost extension to the federal grantor and the following items were approved by NOAA on June 29, 2020:

- Approval received to re-order previously cancelled equipment for the remaining (six) 6 sites 21-26 by no later than July 7, 2020, with invoices due to grantor by no later than August 15, 2020
- Approval received to re-engage and complete site acquisition, permitting and zoning work (entitlements) for sites 21-26 for any entitlement work that can complete by July 31, 2020

This approval provided by the grantor on June 29, 2020, was dependent on written commitment from AT&T they would fund the remaining construction activities at sites 21- 26.



The written commitment was obtained from AT&T on June 22, 2020, and transmitted to the grantor, and since that date our team has been working on Amendment No. 3 to the AT&T/LA-RICS Business Agreement, which is before you in the Special Meeting Agenda as Item A. That agreement provides LA-RICS an additional \$2.323 million dollars, which LA-RICS will simply pass through to the construction vendors retained to build sites 21-26.

Executive Director Edson stated the revenue from the no-cost extension grant Amendment No. 30, as well as the Business Agreement Amendment No. 3, is reflected in Agenda Item L; Amendment to the Adopted Budget. The no-cost extension required us to move certain activities from the previous fiscal year, into this fiscal year, as well as adding the grant and business agreement revenue.

Executive Director Edson stated with the green light and approved funding to re-engage on entitlement work for sites 21-26, an amendment to our agreement with David Evans & Associates (DEA) to add \$100,000 to their contract sum to pay for expedited completion of design activities to support zoning, permitting and site acquisition work is also before you today as Agenda Item M, Amendment No. 1 to the engineering design and related services agreement.

Executive Director Edson stated now the team must focus on completing entitlements on the remaining six; start, and oversee construction. Those six (6) should all finish in September, at which time the team will turn them over to AT&T FirstNet to be incorporated into the NPSBN.

Additionally, Agenda Item N brings forth the sublicenses, consent to sublicenses and site access agreements with the County and AT&T for three (3) county sites as well as 5 USFS sites for the LTE 2 colocation sites.

Executive Director Edson stated one other item on the LTE BTOP side that was also completed by the grant deadline was the LTE emergency response vehicles; a Cell over Pick Up Truck (CoPT) and a Cell on Light Truck (CoLT). These vehicles were built, tested, accepted and officially delivered to the Los Angeles Sheriff's Department (LASD) on Monday, July 6, 2020. These vehicles allow for an extension of the NPSBN in areas where there is no coverage or coverage is lost due to a major emergency or disaster. These vehicles will be spotlighted in a future edition of our newsletter, The Network and also one public safety communications magazine has also requested some information for a future article.

LTE2 UPDATE

In regards to the LTE Round 2 update, Executive Director Edson stated, a big thank you and congratulations to the LA-RICS team, in particular, the administrative staff



overseen by Susy Orellana-Curtiss, the Jacobs team overseen by Chris Odenthal, and our internal team from the County Internal Services Department, LASD and Los Angeles County Fire Department. In addition, Steve Sidore from Televate, and Deputy Mana Elliott from LASD who helped our team complete the communications vehicles. There is no way anyone would believe the hurdles the team overcame over the last 18 months or so, and the long hours spent just in the last few weeks, but thankfully the entire team at LA-RICS was dedicated to ensuring this region had the best PSBN in the nation, and are grateful to AT&T for helping us get it done.

LAND MOBILE RADIO (LMR) UPDATE

Executive Director Edson stated even with so much focus on LTE, the team still made great progress on the Land Mobile Radio (LMR) system and has completed twenty-five (25) sites, eighteen (18) sites are under construction, leaving fifteen (15) not yet started. Of those 15, three (3) have been submitted for permit and are waiting Motorola to complete the design of the remaining twelve (12). The team expects five (5) of those 12 to submit for permit this month; four (4) coastal and BUR1 which now has a resolved power solution.

Agenda Item J will provide additional detail on progress made for the five (5) sites requiring Coastal Development Permits, but there is extensive activity planned this month including the Environmental Review Board (ERB) committee review on July 20, 2020 for the Santa Monica mountain sites and Significant Ecological Areas Technical Advisory Committee (SEATAC) review scheduled for August 3, 2020, for Catalina sites.

Executive Director Edson stated the team continues to work with Motorola to bring in additional permits as well as update the Integrated Master Schedule (IMS). Regarding the schedule, as shared in the written Project Manager Report, the team has been working off the schedule provided on May 12, 2020, because the June Integrated Master Schedule Motorola submitted was rejected as they made changes to the Schedule that were assumptions, failed to include adjustments discussed in group meetings, and other errors. Motorola recently indicated the schedule may need to extend several months beyond March 2022, but the team does not agree. The team held several intensive sessions with Motorola to address line item details within their schedule to fix their errors and assumptions. The team will continue the collaborative effort.

UASI 18/19 GRANT CLOSE OUT UPDATE

Executive Director Edson stated he would like to close out his report with the Grants update, noting we are officially in the close-out period of the BTOP grant. Originally awarded in 2010, the team is working diligently to complete successful closeout by the

deadline of August 15, 2020. Drawdown packages are submitted on a weekly basis, with approvals quickly following.

Executive Director Edson stated the team continues to work successfully and in accordance with the approved grant spending plans for both Urban Areas Security Initiative (UASI) 18 and 19. In parallel, the team continues to work with Member agencies to prepare for System Acceptance with all the technical and operational requirements needed in place prior to the system Go Live. Agenda Item I provides your Board with updates regarding the frequency and licensing issues, and we look forward to sharing reports from the Technical and Operational Committees in the near future to include the regional interoperability group progress and LA-RICS' role as the HUB for the region.

Additionally, in the coming months the LA-RICS team, Technical and Operations and Finance Committees will need to focus on the new membership and subscription model, as system acceptance is fast approaching.

Executive Director Edson apologized for some technical issues the team have been experiencing lately, email and conference call numbers; as there were some changes made by our provider that we were not aware of and the team has already improved the lines of communication to minimize this in the future.

This concludes the Director's Report.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

Project Manager Justin Delfino presented Agenda Item C on the following topics:

LTE Round 2 Highlights

Current Status:

Project Manager Justin Delfino presented the current status LTER2; the first 20 sites are substantially completed for FirstNet/ AT&T. The contractors and LA-RICS are appreciative of the plan checkers who have been working from home offices, the A&E firm DEA for rapidly converging on drawing comments and LA County Public Works staff, including its core of inspectors who prioritized their schedules to ensure that these LTE2 sites received the attention needed. After the execution of the business agreement between LA-RICS and FirstNet/ AT&T which is before you today as Special Meeting Agenda Item A, the LA-RICS Team and subcontractors will quickly converge on building sites 21 through 26.



ENVIRONMENTAL

There are no environmental issues to report.

LABOR COMPLIANCE

No labor compliance issues to report, and no accidents, or injuries reported to date. Program Director Odenthal will provide additional and more specific details on LTE Round 2 in Agenda Item F.

LMR Highlights

CONSTRUCTION OVERVIEW

Project Manager Delfino presented the construction overview and shared some recent successes on the LMR Program:

- MIR, the tower is complete and on target to be in used for 2021 Rose Parade.
- AGH, the power run is completed, vault is set on Kimberly Dr. and the sidewalk has been repaved.
- MML has rebar and foundation is in place and the concrete has been placed.
- JPK2, the shelter foundation is in place.
- BHS, the tower is complete; the shelter is in place and the generator and tank pads are being formed-up for concrete placement.
- GMT, the tower is complete and the shelter is currently under construction.
- RIH, you may recall from the previous board report, that there was a gnat catcher bird delay leaving us with an open excavation; the tower foundation is now complete and 20 truckloads (approximately 140 yards) of concrete was poured and to complete the tower foundation and making the site safe while we are in a stand-down period at the site.
- LACF072 has been submitted to plan check at Los Angeles County Department of Public Works.

Construction drawings are in the process of being finalized for CPK, GRM, RPVT, SPH and TOP and working with Motorola to get through this process as soon as possible.

LMR Basic Statistics in July 2020:



Program Manager Justin Delfino provided the following LMR statistical update:

- Permits issued to date. 78% completed.
- Site Access Agreement (SAA) process 90% completed.
- Started construction on approximately 70% of sites.
- Equipment ordered is 89% completed.
- Zero recordable injuries to date.

SAA's

Project Manager Delfino stated there are five (5) outstanding SAAs for the following sites: ESR is close to an agreement; USFS site BUR1 pending design issues we intend to resolve today, and Coastal/Catalina Island sites including TWR, BJM, DPK; Deputy Program Manager Roth will address in the Coastal update in detail in Agenda Item J.

Current Focus:

Project Manager Delfino stated Phase 4b look ahead schedules have been created and delivered to the Authority, so that the contractor is coordinated with site owners regarding access and scope of each visit. In many instances the site owner is Los Angeles County ISD and we along with MSI believe this to be a helpful communications tool..

IMS resolution is of utmost importance since the document serves as a road map for the LMR Program and a great deal of attention is going towards this effort as a major area of focus for the teams.

Narrow-banding is underway for Channel 16, with Technical Lead Engineer Ted Pao aiding in that coordination with LASD.

In regard to USFS site construction, ESR, MTL2, and BUR1 are the three most important forest sites and are scheduled to start in September 2020 and the team currently believes that the date can be improved.

This concludes the Project Manager's Report.

There was no further discussion.



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

E. Finance Committee Chairs Report – No Report

VII. DISCUSSION ITEMS (F-J)

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

Program Director Chris Odenthal presented Agenda Item F and stated the attachment to this item shows sites 20 and above in green are substantially complete as reported to NTIA. All sites are undergoing or scheduling their cleanup and punch walk. In addition, the team walked three (3) sites yesterday with AT&T and with our contractors; the schedule is going out in the next two (2) weeks or so to meet the closeout period, with the expectation that information and packages will be completed and submitted to NTIA between now and August 15, 2020. The team is working on all invoices to ensure everything is complete according to the specifications in the contracts.

Program Director Chris Odenthal stated the team, including DPW, with strong assists from others played a huge role in the ability to get us to our goal. Without going through each site individually, I'll speak to a couple sites specific to our Board. Using the site COUG as an example, Board Member Chief John Curley, the power, antennas, generator, etc., are up and now we're just punch-listing the site. Another site, Inglewood Police Department already had the punch walk for this site as well. These are the two sites being highlighted to the Board because Board Member representatives are in attendance today.

Program Director Chris Odenthal stated in your packet is Agenda Item G with corresponding attachment of sites 21 through 26; in the table all work is pretty much underway and can report the team has a permit for Montebello and MML2, and notification was received yesterday that Pomona 2 permit is available for release. The team is working with Long Beach on their zoning approval and with the City of Los Angeles Planning Commission and Los Angeles Department of Water and Power for power design for the two Port of Los Angeles sites. This is the focus for us moving forward to closeout these sites, reporting, invoices to NTIA as requested and working with AT&T as our partner.

Board Member John Curley stated he wanted to acknowledge and thank the team as well as Executive Director Edson knowing it is very difficult going through the pandemic, he thanked the team on the behalf of everyone at the city of Covina.

There was no further discussion.

G. Telecommunication Facility Construction and Installation Projects for PSBN Round 2 Change Order Budget Update – Jeanette Arismendez

Contracts Manager Jeanette Arismendez presented Agenda Item G and updated the Board regarding the Change Order Budget the Board approved on June 15, 2020. Contracts Manager Arismendez provided a brief summary of the June 15, 2020, Board action, which approved an increase to the Change Order budget for up to sixteen (16) sites for an aggregate not-to-exceed amount of \$602,636. Contracts Manager Arismendez went on to explain at that time the team indicated if any funds were expended from this Change Order budget a report back to your Board would be provided. Lastly, Contracts Manager Arismendez reported that Agenda Item G outlines the sites impacted and corresponding funds utilized from the Change Order budget at the time of agenda posting, which amounted to \$224,464.

There was no further discussion.

H. Equipment Purchased and Not Deployed in Public Safety Broadband Network Round 1 Susy Orellana-Curtiss

Administrative Deputy Susy Orellana-Curtiss presented Agenda Item H and provided an update on the equipment that was purchased and not deployed under PSBN Round 1; as Executive Director and others have reported to the Board, the receipt of a no-cost extension on June 29, 2020, which allowed and approved the purchase of equipment at sites 21 through 26 under the BTOP grant impacted the equipment previously identified as purchased and not deployed in Round 1 and not usable in Round 2. Administrative Deputy Orellana-Curtiss stated she is happy to report the no-cost extension allowed for a great deal of equipment to be utilized at sites 21-26 with the exception of equipment allocated to one (1) site which the team continues to work with AT&T to explore site deployment, which is BUR 2. The Board heard today the update on BUR 1, this was a planned co-location site in the Forest that was pulled due to power issues and delays and now the team has identified a solution on the power sources for that site. The team is working closely with AT&T despite the fact that BUR 2 is not included as one of sites 1 through 26, which is being deployed by the grant and the current agreement that is before your Board under Special Meeting Agenda Item A. Administrative Deputy Orellana-Curtiss stated she wanted to call attention to the enclosure to Agenda Item A identifying three (3) contingency sites the team continues to work with AT&T to also incorporate into the NPSBN and that site is BUR 2. The equipment that is tied to that site was procured under PSBN Round 1 that was intended for use under Round 2 for BUR 2 totals approximately \$338,000. Mrs. Orellana-Curtiss asked if there were any questions.

There was no further discussion.



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

Technical Lead Ted Pao presented Agenda Item I and stated at the last Board meeting, he briefed the board on interferences caused by TV stations in California and Mexico that is impacting our LMR UHF implementation. Part of the mitigation to the TV interference from Mexico is to utilize some of the existing LASD and Fire channels, which causes narrow banding of the LASD system to become extremely critical.

Technical Lead Pao informed the board that the funding for narrow banding equipment was allocated by the County and procurement of the narrow banding equipment is in process. County staff has been making all efforts to push these requisitions through the County's procurement system.

In addition to purchasing of the narrow banding equipment and as part of the narrow banding process, LASD completed its radio code plug development to program all its mobile and portable radios. Mobilization to conduct the reprogramming of its radio fleet will start next week, July 13, 2020 and will be reassigning additional personnel to complete the programming to meet the LA-RICS project timeline.

Technical Lead Pao went on to discuss TV interference and stated he Channel 16 TV interference is still unresolved. This is the TV band LA-RICS needed to transition to because of the Mexico interference. The San Diego TV station on Channel 16 has not committed a date to start operating at its new location. Fresno's Channel 16 interference issue is with the FCC after a failed negotiation with the station. It is unknown if the interference will be resolved in time to meet the LA-RICS narrow banding project timeline of October 30, 2020.

Technical Lead Ted Pao provided an update on FCC license activities and stated the team has submitted the T-band applications at the end of 2019 to the FCC. FCC has completed its technical review and found no technical issues with our applications. However, due to the T-band Mandate in the 2012 Middle-Class Tax Relief and Job Creation Act, the FCC is required to relocate the public safety T-band licensees elsewhere and auction the spectrum for commercial use. As of now, this is still the law and therefore, FCC has placed a hold on issuing T-band licenses. To keep our project timeline, LA-RICS has applied for Special Temporary Authorization (STA) for our T-band frequencies. This will allow Motorola to power up the base stations for optimization and testing. The STAs are also valid to operate the system, but it is temporary and will need periodic renewal.

Lastly, Technical Lead Pao stated the FCC issued a Notice of Proposed Rulemaking (NPRM) on T-band auction this week and are seeking public comments. This is part of FCC process on Rulemaking.



There was no further discussion.

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

Deputy Program Manager Tanya Roth presented Agenda Item J and stated the purpose of this discussion item is to provide your board with an update on LMR sites progressing through the Coastal Development Permitting process.

As reported to your Board last month, there are seven (7) sites subject to Coastal Commission review, four (4) in the Santa Monica Mountains and three (3) on Catalina Island. Exemptions have been secured for sites Castro Peak (CPK) and Topanga Peak (TPK), both of which are in the Santa Monica Mountains.

Deputy Program Manager Roth stated the project team continues to work with Motorola to finalize construction drawings for these sites for submittal to Los Angeles County Department of Public Works (DPW) that will comply with building code and contract specifications. Both of these exempt sites should be submitted by month end. As SAAs have been secured for these sites, once the construction drawings are approved by DPW, and the building permit is issued, construction can commence.

Deputy Program Manager Tanya Roth stated the two (2) remaining sites in the Santa Monica Mountains; Fire Station 072 (LACF072) and Saddle Peak (SPN) are now formally agendized for ERB on July 20, 2020. Staff has been contacted by one of the ERB members requesting a site visit to better understand the lay of the land in person. Staff along with a representative from Motorola will meet the ERB member on site at LACF072 tomorrow morning, then caravan to Saddle Peak. There have been no other inquiries received at this time and staff look forward to a successful ERB meeting on July 20, 2020 and the sites remain on track for CDP issuance in mid-October. Motorola has submitted for building permit at LACF072 and is working with Public Works to address comments received. SPN construction drawings are also in the final stages of development with Motorola and should be submitted by month end.

Regarding the three (3) sites on Catalina Island, as of mid-June, all corrections received to the submittal packages have now been addressed and packages are formally deemed complete, which is a huge milestone for the project. As Executive Director Edson mentioned in his report, the 3 sites are on track for the August 3, 2020 SEATAC review and remain on track for CDP issuance in mid-October. All construction drawings for the Island sites are in the final stages of development with Motorola to ensure building code and contract specifications are included and will then be submitted to DPW for building permit review.



Lastly, Deputy Program Manager Tanya Roth stated the mid-October CDP forecast dates for all Coastal sites represent an expedited process as successfully negotiated between LA RICS and Los Angeles County Department of Regional Planning (DRP) in order to compress schedule to make up for time lost due to late submissions of complete packages for review.

There was no further discussion.

K. Outreach Update – Wendy Stallworth Tait and Lt. Sven Crongeyer

Executive Assistant Stallworth-Tait stated before you today as Agenda Item K is the Outreach Summary for the month of July. As customary, a few outreach activities will be highlighted followed by Lt. Crongeyer who will provide specific details on agency outreach.

Executive Assistant Stallworth-Tait stated various meetings continued in the month of June with AT&T to discuss normal ongoing activities. What was different in June was meetings were accelerated to discuss the amendment to the AT&T Business Agreement and meetings with AT&T site access team to finalize agreements for LTE2 sites.

Members of the LA-RICS Outreach Team conducted door to door outreach to residents within 500 feet of 4 SCE LTE2 sites, the Claremont Police Department and Cerro Negro 2.

Executive Director Edson participated in the Los Angeles Harbor Commission Meeting where their Board approved the two LTE2 POLA sites Space Assignments and Revocable Permits on June 18, 2020.

Members of our Team met with representatives from CEO RED to discuss Sublicenses and Consent to Sublicenses for three (3) County owned LTE2 sites which are before your board for approval today.

Lastly, Program Director Chris Odenthal participated in the Rancho Palos Verdes Planning Commission Meeting where LMR sites RPVT and SPH were approved and found consistent with the City's General Plan.

Lieutenant Sven Crongeyer stated Cal State University Northridge received the latest version of the MOU and LA-RICS continues to work on a finalized MOU. The team is in the radio programming phase with Cal State University Los Angeles and lastly, the team is conducting outreach with the Federal Reserve Bank Police Department to see if LA-RICS will meet their communications needs.



There was no further discussion.

Executive Director Edson asked the Alternate Chair Glatt for a quick addendum to the Project Managers Report and asked Project Manager Delfino to update the Board on LMR Baldwin Hills site.

When asked, Program Manager Delfino provided additional information on the current status of LMR site BHS and the possibility of early use of the site to facilitate stadium operations. Program Manager Delfino stated that the main components of the site's infrastructure, such as the tower foundations, shelter foundation, generator and fuel tank foundations are all nearly completed and will be completed by the end of the month. If there is a high-level of interest in turning the site on early for functional use, it could be done in the near future, but would be contingent on two factors. The first factor to consider is the electrical utility easement for SCE that must be granted by state parks; this will allow us to complete the power work that will allow the site to be turned on. The other factor is that the Agreement with Motorola does not include the early use of this site and a change order would need to be processed to modify the scope at the Authority's discretion. We estimate that the site could physically be ready for use early as this fall; within the next few months, however I reiterate that MSI would need to be consulted on such a plan and the agreement be amended to accomplish the task.

Alternate Board Member Louis Perez thanked Project Manager Delfino for the update.

Alternate Chair Glatt stated the next item is Special Meeting Agenda Administrative Matters Item A.

VIII. ADMINISTRATIVE MATTERS (A)

A. APPROVE AMENDMENT NO. 3 TO THE BUSINESS AGREEMENT WITH AT&T CORP.

Executive Director Edson presented Agenda Item A and recommended the Board:

1. Delegate Authority to the Executive Director to execute Amendment No. 3 to the Business Agreement, in substantially similar form to Enclosure (Amendment No. 3), between the Authority and AT&T to receive an additional \$2,323,292 in funding for completion of Public Safety Broadband Network (PSBN) Sites 21-26 MML2, MNTBLPD, POLA1, POLA2, POLB1, and POM2; and
2. Delegate Authority to the Executive Director to approve and execute amendments to the Business Agreement to update or revise the exhibits attached to Amendment

No. 3, as may be necessary, provided that any such amendments are approved as to form by Counsel to the Authority.

Alternate Board Member John Geiger asked if this was a pass through amount. Executive Director Edson stated that is correct, we will utilize these funds to pay for construction of sites 21-26. Alternate Board Member Geiger asked is there is any potential exposure to the Authority for monies above and beyond the pass through amount. Executive Director Edson stated the agreement amount reflects the quotes received from vendors to construct sites 21-26 with any changes above and beyond the Agreement amount of \$2.323 million would be borne of the Authority. Alternate Board Member Geiger asked if the Authority will take the exposure for any overage. County Counsel Truc Moore stated the Amendment actually contemplates a change order bucket of \$338,000.00, which should cover any "overage" as a result of changes to the site conditions. Alternate Board Member Geiger asked if the set aside bucket is your war chest to cover any overage. County Counsel Moore stated the change order bucket is part of the \$2.323 million with the actual estimated construction cost that have already been received and bid on by various vendors is about \$2 million. AT&T will provide the contingency bucket to address any issues for change orders or unknown site conditions. Alternate Board Member Geiger asked if AT&T made the estimate for this bucket and will assume the risk for overage beyond the sites recommended. County Counsel Moore stated the Authority set the contingency bucket based on what is known at the various sites and past experience of the change order conditions and that was provided to AT&T. Furthermore, in the event that amount is over what the parties have discussed with AT&T the parties would have to discuss picking up anything above \$2.323 million.

Alternate Board Member Thomas Ewald motioned first, seconded by Board Member Mark Alexander.

Ayes 8: Alexander, Chidester, Curley, Ewald, Geiger, Glatt, Ortiz, and Perez.

MOTION APPROVED.

Alternate Chair Glatt stated we will now go to the Regular Meeting Agenda Administrative Matter Item L.

VIII. ADMINISTRATIVE MATTERS (L-N)

L. APPROVE THE FISCAL-YEAR 2020-21 AMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET



Administrative Deputy Susy Orellana-Curtiss presented Agenda Item L, Amendment No.1 to the LA-RICS adopted budget for fiscal year 20-21 and recommended that your Board adopt the enclosed Amended Budget to reflect:

1. An increase of \$2,479,000 to the revenue and corresponding BTOP grant-funded expenditure line items reflecting the Broadband Technologies Opportunity Program No Cost Extension and Grant Amendment No. 30; and
2. An increase of \$2,323,000 to the revenue and corresponding Member Funded Joint Powers Authority Operations line items within the budget reflecting the recently approved LA-RICS AT&T Business Agreement Amendment No. 3.

Administrative Deputy Orellana-Curtiss stated these are the only changes made to the previously adopted budget.

Board Member John Curley motioned first, seconded by Board Member Cathy Chidester.

Ayes 8: Alexander, Chidester, Curley, Ewald, Geiger, Glatt, Ortiz, and Perez.

MOTION APPROVED.

M. APPROVE AMENDMENT NO. 1 TO THE ENGINEERING DESIGN AND RELATED SERVICES AGREEMENT

Contracts Manager Arismendez presented Agenda Item M and recommended the Board authorize the Executive Director to execute Amendment No. 1 to the Engineering and Design Services Agreement with David Evans and Associates, Inc. (David Evans), in substantially similar form to the amendment enclosed to the Board Letter package, for additional engineering and design services and permitting fees, the continuance of site access work, zoning activities, as well as additional design and redesign work, and unexpected related services, for a not-to-exceed amount of \$100,000, increasing the Contract Sum from \$2,600,400 to \$2,700,400.

Alternate Board Member Thomas Ewald motioned first, seconded by Alternate Board Member Louis Perez.

Ayes 8: Alexander, Chidester, Curley, Ewald, Geiger, Glatt, Ortiz, and Perez.

MOTION APPROVED.



N. APPROVE SUBLICENSES, CONSENTS TO SUBLICENSES, AND SITE ACCESS AGREEMENTS WITH LOS ANGELES COUNTY AND AT&T-NEW CINGULAR WIRELESS

Executive Assistant Wendy Stallworth-Tait presented Agenda Item N and stated this is a recommendation that your Board approve Sublicenses, Consents to Sublicenses, and Site Access Agreements with Los Angeles County and AT&T - New Cingular Wireless and:

1. Find that approval and execution of the Sublicense/Consent to Sublicense agreements summarized in Enclosure 1 for three sites to allow AT&T-NCW to access, operate, maintain, upgrade, supplement, construct, install and repair LTE equipment and infrastructure for the FirstNet NPSBN at these three sites is within the scope of the activities previously authorized by your Board on October 3, 2019, for Site CRN2, on January 15, 2020 for Site LACFDEL2, and on January 24, 2019, for Site MVS2, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE2 equipment and infrastructure for the NPSBN within the boundaries of these sites that may occur as result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons set forth in this letter and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference.
2. Find that approval and execution of the SAAs authorized under the USDAFS Communications Use Leases with the LA-RICS Authority for the five USDAFS sites summarized in Enclosure 1 to allow AT&T-NCW to access, operate, maintain, upgrade, supplement, construct, install and repair LTE equipment and infrastructure for the FirstNet NPSBN at these five (5) sites is within the scope of the activities previously authorized by your Board on January 24, 2019 for Sites PRG2, LPC2, WTR2, WMP2 and MML2, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304 and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the project and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE2 equipment and infrastructure for the NPSBN within the boundaries of these sites that may occur as result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons



set forth in this letter and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference.

3. Approve and delegate authority to the Executive Director to negotiate and execute in substantially similar form, as summarized in Enclosure 1, the real estate documents for these eight (8) sites to be used as part of the NPSBN at the applicable sites, with approval as to form by Counsel to the Authority.
4. Authorize the Executive Director to negotiate and execute any other ancillary documentation or future amendments, approved as to form by Counsel to the Authority, which are necessary to effectuate these agreements and the activities permitted under these agreements.

Alternate Board Member Thomas Ewald motioned first, seconded by Board Member Mark Alexander.

Ayes 8: Alexander, Chidester, Curley, Ewald, Geiger, Glatt, Ortiz, and Perez.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

Alternate Chair Mark Glatt announced the next item on the Agenda is Closed Session, and stated instructions were emailed to Board and Alternate Members to join via teleconference. Chair Glatt advised attendees the Board will return to the current open line to reconvene the meeting once closed session concludes. County Counsel Moore convened Closed Session at 9:52 a.m.

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

At 10:53 a.m., County Counsel Moore announced the Board meeting is reconvened. Roll call was conducted and County Counsel Moore stated the Brown Act does not require a report.

XII. ADJOURNMENT AND NEXT MEETING:

The Board meeting adjourned at 10:54 a.m., and the next meeting will be held on Thursday, August 6, 2020, at 9:00 a.m., via Teleconference.

Executive Summary

August 6, 2020

LTE Update

- PSBN Round 1 site assignment agreements are nearing completion between AT&T and LA-RICS legal counsel. AT&T is conducting field work to upgrade sites for integration into AT&T network operating center for the remaining 15 sites.
- PSBN Round 2 - In the month of July the first twenty (20) sites were punch walked with the contractor, LA-RICS, FirstNet/AT&T representative and project stakeholders. Corrections resulting from the walks have been made in this period. There have been no recordable injuries, nor labor compliance violations, and no environmental findings on the build-out of the first twenty (20) sites. Final invoicing is being processed for this first batch of sites, while the focus of the team is now shifting to the construction of the remaining six (6) sites. The remaining six (6) are now scheduled to complete certain grant-funded activities prior to the grant performance period end date and complete construction after the execution of the FirstNet/ AT&T Business Agreement Amendment No. 3 with LA-RICS. LA-RICS and its contractors are poised to bolster FirstNet/AT&T coverage in the region with the delivery of twenty-six (26) public safety grade LTE sites in 2020. The first two sites started construction in July 2020; MTBLPD and MML2 in the USFS. The next site to construct will be POM2 Courthouse rooftop, followed by two (2) sites in the Port of LA and one (1) site in the Port of Long Beach.

LMR Update

- Building Permit(s) Received – 44 Sites to date. There are fourteen (14) building permits remaining. Total site count remains at fifty-eight (58) sites. There are no new building permits to report in this period, however LACF072 has been submitted to plan check and the remaining four (4) sites requiring California Coastal Commission approval are now planned for submission to the building department in August 2020. The Teams are also working to get CPK, TOP, MTL2, GRM, and UNIV into plan check in August 2020. The Team has resolved to eliminate PV power source at BUR1, therefore it and ESR will be the final two (2) sites from the USFS to submit for plan check in early August 2020.
- The May 12th IMS had indicated that all Phase 2 work would be completed in 2021, and that is all in Phase 4 work would be completed by March 28, 2022, however in the month of June MSI made unauthorized changes to the IMS pushing the schedule into 2023. The Authority had spent the remainder of June and the entire month of July focusing on the origin of the push-out as well as correcting copious errors/omissions that were previously not incorporated into the document. The MSI and LA-RICS Team will continue to work on assuring correct logic ties are in place and that all forecasted dates are accurate until the next submission in August 2020, where the schedule is expected to be recovered to March of 2022.

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

1. APC – Junction of I-105 and I-405
2. BMT – Angeles, overlooking CA-138 and I-5
3. CCB – Compton
4. CCT – Downtown
5. CLM – Claremont
6. FCCF – 1320 Eastern Ave
7. HPK – Northern Angeles,
8. LAN – Lancaster Sherriff Station
9. LDWP243 – Junction of I-5 and CA-14
10. LASDTEM – Temple City
11. LA-RICS HQ, - Monterey Park
12. MLM – Mira Loma Detention Center
13. MMC – Palmdale – Sierra Pelona Mountain Way
14. MVS – Whittier
15. ONK – Oat Nike
16. PHN – Puente Hills
17. PLM – Palmdale
18. SDW – San Dimas Water Tank
19. TPK – Gorman
20. VPK – Verdugo Peak – Glendale
21. SGH – Signal Hill
22. MIR – Mirador
23. BKK - West Covina
24. OAT – Nike
25. AGH – Agoura Hills
26. INDWT – Industry Water Tank
27. BHS – Baldwin Hills
28. RIH – Rio Hondo
29. CRN – Cerro Negro
30. POM – Pomona Courthouse
31. DPW038 – Water Works Substation 038
32. UCLA
33. Del Valle Training Center
34. RHT – Rolling Hills Transmit
35. GMT – Grass Mountain
36. JPK2 – Johnstone Peak 2
37. PRG – Portal Ridge
38. WMP – Whitaker Middle Peak
39. WTR – Whitaker Ridge
40. LPC – Loop Canyon
41. MML – Magic Mountain Link
42. PMT – Pine Mountain
43. MDI – Mount Disappointment
44. FRP – Frost Peak

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$32,906,402	\$1,168,641	\$2,093,628	5/31/21
UASI 19	\$35,000,000	\$8,520,932	\$-	\$26,479,068	5/31/22
BTOP	\$154,365,165	\$152,944,166.20	\$140,733,870	\$ 1,420,999*	9/30/20

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

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. Additionally, the Authority is analyzing twenty-six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will comply with CEQA and NEPA standards.

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

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



Monthly Report No. 99

For July 2020

Submitted July 30, 2020

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AGENDA ITEM C

LTE UPDATES

- No new activity

Operations/Governance

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

LTE Round 1 Updates

- Construction and testing of LTE Round 1 (LTE1) sites are complete. Final SAA negotiations continue with AT&T and site owners as AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

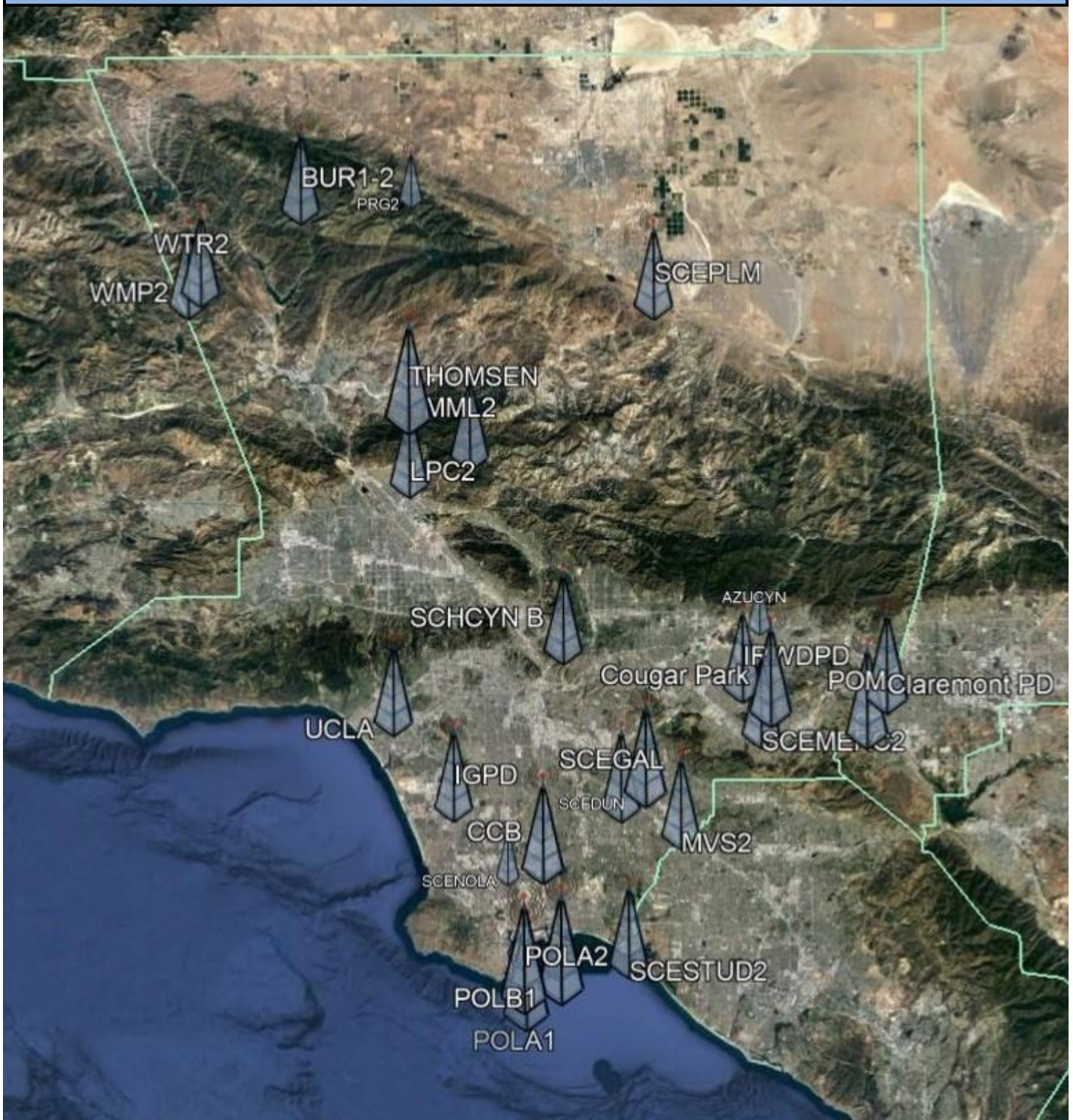
Special Events

- No new activity.

LTE Round 2 Updates

- Twenty (20) sites are substantially complete. Work on sites twenty-one (21) through twenty (26) is continuing under a revised agreement with FirstNet/ AT&T
- There were no environmental compliance issues to report in this period.
- There are no labor compliance issues to report in this period.
- There are no safety issues to report on in this period.
- Site punch walks have completed for initial round at all twenty (20) sites. Once all corrections are made, LA-RICS will once again invite FirstNet/ AT&T as well as contractor and other site stakeholders to confirm that the corrections are completed. At such time the sites will be signed off by FirstNet/ AT&T.
- For the remaining sites, LA-RICS is planning to first start construction on POM2, MTBLPD, and MML2. The successor sites POLB1, and POLA1 and POLA2 are in the process of clearing zoning and plan check. Once approved the work will start immediately. All remaining sites are under contract.

LTE SITES



LMR UPDATES

Environmental Update

- LMR EIR/EA team meetings with Authority staff, environmental counsel, and key EIR/EA team members continued during the period as needed.
- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports, and to attend a weekly compliance status meeting. Conducted compliance visits to active construction sites.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,305 persons as of July 17th, 2020.
- Continued to support development of and to review MSI's coastal development permitting documents and planning documents for USFS sites. Coordinated with Catalina Conservancy and with LA County Department of Regional Planning on coastal permitting issues.
- Received concurrence from SHPO on July 14th, 2020 for a polygon expansion at Site LACFDEL.

Permitting Support

- DPW staff have been consistently engaged to provide just-in-time support for plan check activities, with a weekly dashboard being communicated between the Authority and DPW management. This cooperation has proven to reduce the drawing review cycle time, and produce more specific comments which results in more accurate submissions for permitting.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31st, 2019. All of the sites in the ANF have been permitted by the USFS with the sole exception of BUR1. BUR1 was held back from the initially planned submission date so that the scope could be revised to incorporate LTE equipment, in addition to a solar power system, since the electrical utility application from Edison would have forced a several million dollars to upgrade Edison's distribution infrastructure. The project team employed problem solving techniques to re-engage Edison with a re-vamped power load analysis completed. By simply upgrading an existing transformer two hundred feet from the site, the LMR equipment will be supported by the existing Edison infrastructure. LTE equipment is no longer planned for installation there.

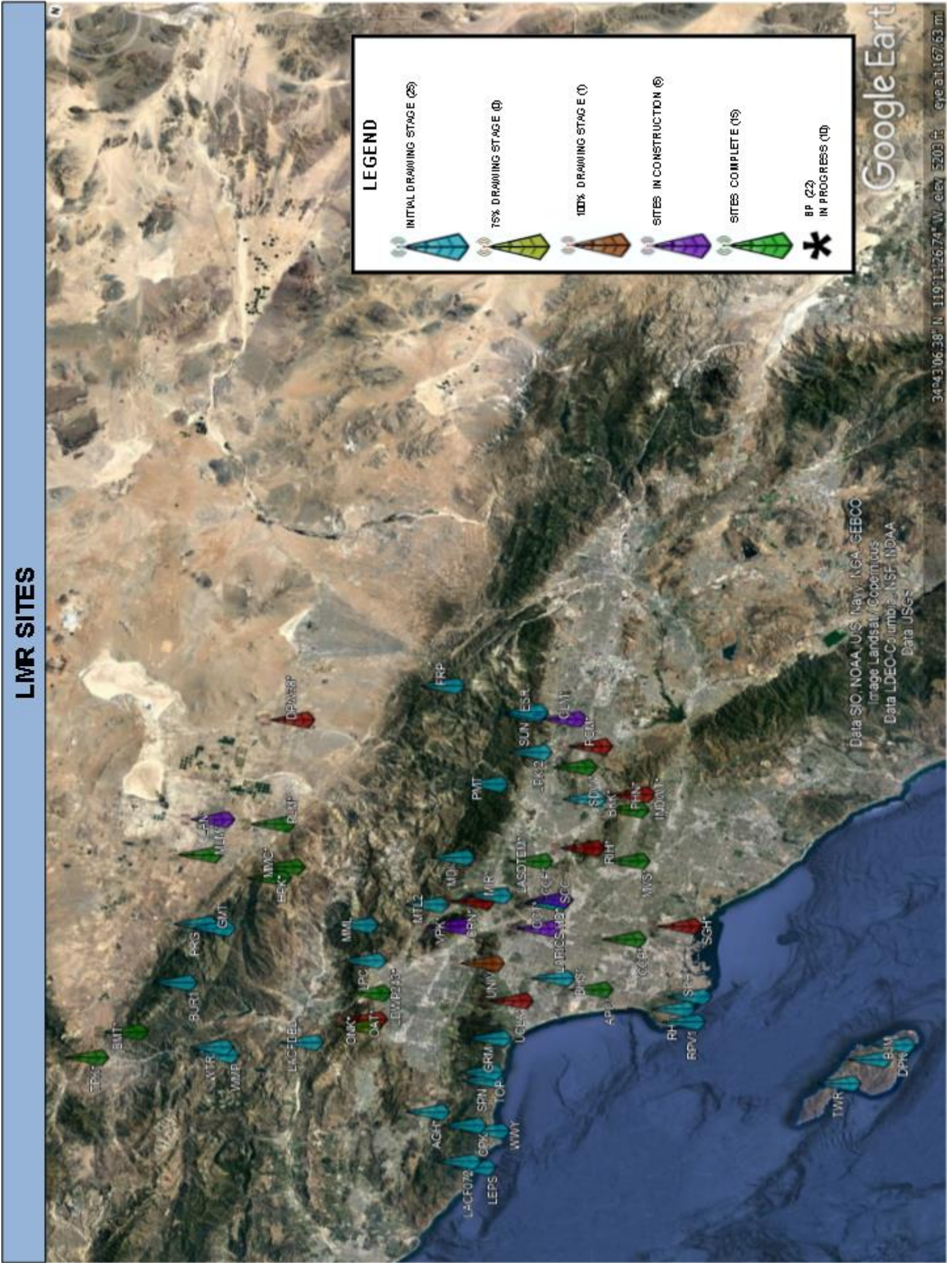
Site/Civil

- The LMR program has entered the into its most active construction season despite the complications brought on by COVID-19 Pandemic. MSI has seen supply chain issues on materials such as generators and ATS equipment and has notified the Authority that there may be resolutions to mitigate Program delays for supply chain issues reported. There have been several formal communication exchanges between MSI and LA-RICS in this period regarding schedule issues, quality control issues, as well as site specific issues that required MSI to make corrective actions. MSI has eighteen (18) active sites in July. There have been no environmental, nor USFS infractions reported to date. There have been zero recordable safety incidents to date, however MSI and the Authority plan to meet at the end of July to discuss soil management plan adherence with MSI's Construction Team. The May Program schedule (IMS) dated 5/12/2020 showed an overall finish date of 5/28/2022, however on June 9th, 2020 MSI introduced a new finish date extending more than nine months with little justification for the dramatic move. This action triggered a rejection of the June 16th Integrated Master Schedule (IMS) submission. In addition, the Authority called for joint schedule review to perform a backward pass on the site that MSI explained was the critical path of the Program BJM in the Catalina cell. By reviewing the IMS between both teams over the remainder of June and the entire month of July, both teams recognized several errors in the scope as well as several items that needed to be re-sequenced in order to meet Grant deadlines. The Authority communicated through the meetings that finishing beyond the previously accepted March 2022 date was not acceptable and together LA-RICS and MSI are still working to identify those efficiencies. The Program finish date has not yet been recovered to March of 2022 finish. The new goal is to incorporate all of the corrections/ pertinent updates made in the months of June and July so that the August IMS submission will reflect the most accurate and efficient roadmap to Program completion. At such time the Teams will best understand what actions must be taken, if any beyond the changes made to date, in order to recover the approved completion date of the LMR Program.
- MSI efforts to craft contract compliant and readily approvable drawings has remained one of the must substantial obstacles to overcome. In the month of July 2020 both parties have agreed once again to fast track drawing reviews by skipping the normally required interval submissions in favor of group commenting sessions. In order to assist the contractor with this issue the Authority delivers to LA County DPW prioritized lists of sites to review and target permit issue dates for projects as well as jointly reviewing drawings via web conference as a COVID-19 work around to face to face meetings. The plan checkers believe this process is assisting in their effort to review and approve drawing packages. Notice to Proceed No. 033 was issued April 27th which included authorization to proceed on all future approved change order requests. This NTP was issued to stream line documentation and allow for more efficient work flow, and thus far in May it has proven effective in reducing the amount of administrative document handling for each change order approved.
- Forty-six (46) building permit applications have been made to date (LACFDEL, PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PMT, PRG, WMP, WTR, RIH, RHT, and LACF072) and forty-four (44) of the forty-six (46) sites have permits issued to date. MSI has elected to split permits at a number of project sites in the program for various reasons. An example of splitting the Ph. 2 scope into multiple permits is at RHT, where there is a "civil work" building permit issued, but the antenna support structure scope is an entirely separate permit and the electrical distribution scope is also a separate permit.

LMR UPDATES Continued

- As of 7/27/2020 there are fifty-three (53) executed SAA's.
Those sites remaining are ESR, which is mutually agreed between parties, BUR1, which is pending approval from USFS, expected in August 2020. TWR, BJM, and DPK also remain to be completed.

LMR SITES





Monthly Report #83

Reporting Period: 6/25/2020 thru 7/22/2020

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

The LA-RICS LMR program is currently in Phase 1 LMR System Design, Phase 2 Site Construction and Site Modifications, and Phase 3 Supply LMR System Components. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”, “Portable Radio Equipment”, alternate sites “Project Descriptions”, “Frequency Licensing for the Base System”, “Bridge Warrant for Early”, “Retuning of SOW & Station B UHF Frequencies”, “Project descriptions for Nine Potential Replacement Sites” and “LMR System Redesign and Relocation of Core 2”.

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

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

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

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

On June 2, 2016 the Authority issued **NTP18** authorizing Work to develop Project Descriptions for two LMR sites.

On September 8, 2016 the Authority Board of Directors approved **Amendment 20** to reconcile nine (9) LMR Sites to reflect the updated LMR System Design, inclusion of 3D modeling drawings, and remove certain Site Lease Exhibits from the contract.

On October 6, 2016 the Authority Board of Directors approved **Amendment 21** to reconcile ten (10) LMR sites to reflect the updated LMR System Design, replace one (1) LMR site with a new site, remove five (5) Project Descriptions from the contract, and make administrative cost changes to one (1) LMR site.

On October 11, 2016 the Authority issued **NTP 19** authorizing specified Work related to Phases 2-4 for nine (9) LMR sites.

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

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

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

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

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

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

On March 31, 2017 the Authority issued a Supplemental **NTP 21** authorizing specified Work related to Phases 2-4 for Seven (7) LMR sites (AGH, CRN, MVS, ONK, TPK, VPK, and LDWP243).

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

On June 1, 2017 the Authority Board of Directors approved **Amendment 27** reconciling the following two (2) LMR System Sites (FRP and PLM) to align with the updated System Design. This Amendment also includes two (2) sites (BKK and UCLA) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 29, 2017 the Authority issued **NTP 22** authorizing specified Work related to work for Task A.1.9.1 (Mitigation Monitoring and Reporting Plan (MMRP)).

On August 3, 2017 the Authority Board of Directors approved **Amendment 28** reconciling one (1) LMR

System Site (BMT) to align with the updated System Design.

On September 7, 2017 the Authority Board of Directors approved **Amendment 29** reconciling one (1) LMR System Site (POM) to align with the updated System Design and to make changes necessary to reflect LMR Change Order Modifications.

On September 14, 2017 the Authority issued **NTP 23** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On September 25, 2017 the Authority issued **NTP 24** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On November 9, 2017 the Authority Board of Directors approved **Amendment 30** reconciling seven (7) LMR System Sites (BUR1/DPW38/FRP/JPK1/MIR/MML/RHT) to reflect the updated LMR System Design for these sites. This Amendment also includes one (1) LMR System Site (UNIV) into the scope of Phases 2, 3, and 4 to align WITH THE UPDATED LMR SYSTEM Design.

On December 20, 2017 the Authority issued **NTP 25** authorizing specified Work related to Phases 2-4 for Eighteen (18) LMR sites – with the exception of ACRVS and NMDN equipment order. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On February 28, 2018 the Oversight Committee approved **Amendment 31** approving Change Order Modifications in the amount of \$19,573.00.

On March 6, 2018 the Authority Board of Directors approved **Amendment 32** reconciling 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 this Amendment No. 32.

On May 30, 2018 the Authority Board of Directors approved **Amendment 33** to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490.

On June 15, 2018 the Authority issued **NTP 26** authorizing all Work related to Phases 3 for Twelve (12) LMR sites – with the exception of the Phase 3 ACRVS equipment which was previously captured in NTP25. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** 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 this Amendment No. 34.

On August 28, 2018 the Authority issued **NTP 27** authorizing Work related to Phases 2-4 for the LMR INDWT LMR site, extension of the bridge warranty for certain deployed/specified equipment under previously approved Amendments until December 31, 2019.

On October 11, 2018 the Authority Board of Directors approved **Amendment 35** 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 set forth in this Amendment No. 35.

On November 1, 2018 the Authority Board of Directors approved **Amendment 36** to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design; (b) the 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; (c) incorporate an LMR Change Order Modification; (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 this Amendment No. 36.

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK, GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (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 this Amendment No. 37.

On June 11, 2019 LARICS executed **Amendment 38** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications resulting 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 this Amendment No. 38.

On 1 August 2019, the Authority Board of Directors approved **Amendments 39 and 40**. **Amendment 39** makes 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 this 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 this **Amendment No. 39**. **Amendment 40** makes changes to (a) remove Lower Encinal Pump Station (LEPS) and Winding Way (WWY) Phase 2 through Phase 4 scope, (b) incorporate certain LMR Change Order Modifications for a cost decrease in the amount of \$10,920, (c) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increase and decrease into consideration, (d) incorporation of Channel 15 and Channel 16 Interference Mitigation into LMR System Specifications, and (e) make other certain changes as set forth in this **Amendment No. 40**.

On 3 October 2019, the Authority Board of Directors approved **Amendment 41**. **Amendment 41** makes changes necessary to (a) incorporate Land Mobile Radio (LMR) Change Order Modifications for a cost increase in the amount of \$255,975 as further described in this **Amendment 41**, and (b) increase Maximum Contract Sum in the amount \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration.

On 15 January 2020, the Authority Board of Directors approved **Amendment 42**. **Amendment 42** makes changes necessary to (a) revise Exhibit B.1, Section 4.1 (Acceptance Testing), (b) revise Exhibit C.1 (LMR System Payment Summary) to reflect the payment revisions contemplated in this **Amendment 42**, (c) revise Exhibit C.4 (Phase 3 – Supply LMR System Components) to reflect the reduction in certain Pre-Installation Acceptance Test costs, (d) revise Exhibit C.5 (Phase 4 – LMR System Implementation) to reflect reduction in costs in connection with the modified ATP, (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, (f) revise Exhibit C (Schedule of Payments) to include Exhibit C.20 (LMR Bridge Warranty), and (g) revise Exhibit D (LMR System Maintenance and Warranty), Section 9, replacing it with Bridge Warranty for Specified Equipment included in this **Amendment 42**, (h) revise Exhibit D.2.1 (Motorola Customer Support Plan) to reflect updated information which is incorporated in this **Amendment 42**, and (i) revise Base Document, Section 8.1 (Maximum Contract Sum and Contract Sum – General) by a decrease in Maximum Contract Sum in the amount \$6,445,029 from \$296,526,664 to \$290,081,636 when taking the cost decrease into consideration.

On 5 March 2020, the Authority Board of Directors approved **Amendment 43**. **Amendment 43** makes changes necessary to (a) reflect a reconciliation of certain equipment reductions which results in a cost

decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications for three microwave links 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 this **Amendment No. 43**.

On 26 March 2020, the Authority Board of Directors approved **Amendment 44**. **Amendment 44** revises the Agreement to reflect a reconciliation of certain LMR Change Order Modifications for a cost increase in the amount of \$2,609, increasing the Maximum Contract Sum from \$290,216,666 to \$290,219,275.

On April 23, 2020, the Authority Board of Directors approved **Amendment Number 45**. **Amendment 45** (a) incorporate certain LMR Change Order Modifications as further described in this **Amendment No. 45** which results in a cost increase in the amount of \$39,050 (b) increase the Maximum Contract Sum by \$39,050 from \$290,219,275 to \$290,258,325 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in **Amendment No. 45**.

On April 27, 2020, the Authority Board of Directors approved **Amendment Number 46**. **Amendment 46** revises the Agreement to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this **Amendment No. 46** which results in a cost increase in the amount of \$375,728, (b) increase the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in this **Amendment No. 46**.

On June 15, 2020, the Authority Board of Directors approved **Amendment Number 47**. **Amendment 47** revises the Agreement to make changes necessary to (a) reconcile eight (8) LMR System Sites in Phase 4 to reduce certain LMR System Equipment as further described in this **Amendment No. 47** which results in a cost decrease in the amount of \$3,130,664, and (b) incorporate certain LMR Change Order Modifications as further described in this **Amendment No. 47** which results in a cost increase in the amount of \$634,535 resulting in a decrease in the Maximum Contract Sum \$290,634,053 to \$288,137,924 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in this **Amendment No. 47**.

This report covers the period from 6/25/2020 thru 7/22/2020

During this reporting period Phase 1 design tasks continue for the remaining LMR sites. MSI has submitted 100% progress construction drawings for LA-RICS review and approval for 6 of 7 Coastal sites within LA County jurisdiction, in anticipation of LA-RICS and LA County Department of Regional Planning (DRP) site zoning approvals. Two site 100% Progress Level design documents have been approved by the LA-RICS team: CPK and GRM. The CPK site has received a DRP exemption and will be submitted to LA County Department of Public Works for plan check. Site GRM is within the LA City jurisdiction. MSI is currently working with LA-RICS on an agreement resulting in MSI proceeding with concurrent plan check submittals for LA County Coastal sites, as LA County DRP reviews their zoning application permits. The DRP-exempt TOP (Microwave only) and LACF072 are still in LA County DPW plan check for review and approval. Site LACF072 is expected to receive a building permit following receipt of a DRP zoning application approval, while TOP (Microwave only) will be permitted following DPW approval, based on its DRP zoning exemption. The RF installations for TOP are being addressed in a separate Coastal zoning

application process and will be permitted separately following approval of a separate zoning application. Sites LACF072 and SPN went before an Environmental Review Board and received conditional approvals, with a Significant Ecological Areas Technical Advisory Committee (SEATAC) meeting to be scheduled for these zoning applications in the third quarter. USFS Special Use Permits (SUP) for BUR1 site is pending USFS approval of a new site layout approved by LA-RICS that reinstates the emergency backup power subsystem. LA-RICS is still negotiating the site lease for ESR, forecast for March 2020. The site owner has requested LA-RICS perform additional scope and demolition work which Motorola has been asked to quote. Site ESR comes under an existing SUP.

Motorola and its partners continue design, engineering and construction work despite the COVID-19 pandemic. Construction work continues at eight USFS sites (GMT, JPK2, LPC, MDI, MML, PRG, WMP, and WTR).

The Authority and MSI project team continue to meet to review and manage the project's schedule. MSI has issued LA-RICS several notices of constructive change associated with the impacts to the project's overall critical path schedule based on: remaining lease agreements, zoning approvals, power provision to sites, T-Band Spectrum and agency cutovers that are now required ahead of System Acceptance.

LMR System Design

System engineering activities for this period include Los Angeles Regional Tactical Communications System (LARTCS) design, narrowband mobile data network (NMDN) design, system management and monitoring system (SMMS) design, narrowbanding, fleet mapping, site optimization, and incorporation of early user cutovers into the LMR System engineering design activities.

LA-RICS is working with the agencies for LASD narrow banding and LA County Fire Channel 14 voice cutover to Channel 16. The monitoring of performance and interference trends from CCT and FCCF locations by Motorola continues. The next round of spectrum fingerprinting and noise floor measurements (SF-NFM) at 23 sites is being scheduled. The approved agency cutover plan of record was one, multi-subsystem cutover following System Acceptance. LA-RICS has modified their frequency narrowbanding strategy resulting in the requirement to perform four agency cutovers (DTVRS, ACVRS, NMDN Phases 1 and 2) prior to the Final System Acceptance. These staggered cutovers will delay the System the final System Acceptance date.

MSI is implementing RF and microwave dish color requirements arising out of the USFS Decision Memo and individual site SUPs to address aesthetic (visual impact) measures. Change orders for these additional requirements, as well as for the coloring of civil infrastructure, have been presented to LA-RICS for approval.

System Management and Monitoring System – The joint technical teams continue to review the need for implementing additional alarms at sites with existing on-site alarm monitoring, on a site by site basis. The SMMS Acceptance Test Plan (ATP) has been revised by the MSI and presented to LA-RICS for approval. Site visits have been made to LASD sites to determine which existing systems (e.g. generators, fire suppression, etc.), shared with LA-RICS, are to be monitored by SMMS.

Fleet Mapping – MSI continues to assist LA-RICS and agencies in fleet mapping development for LA-RICS with the teams targeting to complete the effort early in the third quarter. Currently, Motorola is reviewing the codeplug received from the agencies on behalf of LA-RICS.

Juniper upgrade router and switch replacement is in progress with staging efforts underway in the period in preparation for DSR core switch exchange in the upcoming period.

LA-RICS Deliverables - Authority Site Access Agreements, Provision of Site Power

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements (SAA) for the remaining sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (54 out of 59) Site Access Agreements have been executed. Leases remain to be executed for two USFS Sites BUR1 and ESR. The USFS communications use lease for BUR1 site has been delayed due to LA-RICS' change in the power provision for the LMR Site, LA-RICS is now providing utility power to the BUR1 site and recently agreed to a revised layout recommended by Motorola that reinstates and emergency backup system and utility power. Negotiations are ongoing for the three Santa Catalina Island site access agreements.

Two of seven Coastal sites, LACF072 and SPN have received ERB approvals for the planned LMR improvements as part of the zoning approval process. Five Coastal Development Packages are still outstanding, with applications all submitted and under review by LA County Department of Regional Planning. LA-RICS is waiting for final application comments or approvals, and subsequent scheduling of public hearings for each site. A separate zoning approval package is being developed for the TOP RF installations following DRP's approval of a zoning exemption for the TOP microwave-only improvements. The original forecasts for the zoning approvals for the six sites have been revised by LA-RICS from 2Q2020 to 4Q2020 for the three Santa Monica Mountain Coastal Sites and the three Santa Catalina Island sites.

Provision of site power or site power related easements continues to delay completion of both Phase 2 construction and start of Phase 4 site optimization at multiple sites.

Site Design Activities

Forty four building permit applications have been made to date. LMR sites not yet permitted include 3 of 13 USFS sites (ESR, PMT, and MTL2), 8 Coastal sites, and other sites including RPVT, UNIV (2 locations, 2 separate jurisdictions), and SPH. Site BUR1 was modified to reinstate the emergency backup system with a new plan check supplement to be submitted to DRP in the upcoming period. Motorola continues to respond to final LA County DPW plans check comments for PMT, with civil permit approval expected by the end of July. DPW required separate permit packages for the PMT solar power infrastructure and the LMR civil improvements. This separate solar design package is in DPW plan check. TOP (microwave only) 100% Progress Drawings has been approved by LA-RICS for submission to LA County DPW for plans check.

The road to the MTL2 site, sections of which are in need of repair, was recently maintained by USFS personnel. MSI and its contractors will be assessing whether these repairs are sufficient for construction vehicle access to the site, or if additional repairs are still required. In parallel, MTL2 100% construction drawings are under LA-RICS review with comments or approval now expected by the end of July following joint Motorola and LA-RICS reviews and the resolution of open scope and plans comments affecting this and several other sites.

100% Progress Construction Drawing are in development or review for the remaining LMR sites, 7 of these drawings sets are for Coastal sites within the LA County jurisdiction. The construction drawing set for Coastal Site LACF072 is with LA County DPW for plan check, with initial comments received back from several departments. This submission is in advance of zoning approval by DRP, so a permit will not be issued until receipt of site zoning or Coastal Development Plan (CDP) approval and incorporation of any required zoning changes. This CDP approval is now expected in the fourth quarter.

GRM 100% Progress construction drawings have been reviewed by LA-RICS with approval received from LA-RICS for submission to City of Los Angeles plan check. Zoning exemption waiver documents have been received from LA-RICS for this permit review submission. Universal (UNIV) 100% Progress Construction Drawings for both locations have been submitted to LA-RICS for review and approvals. MSI received site-specific environmental clearance for Site SPH and conducted a geotechnical drilling. A geotechnical report is expected by the end of July so that Motorola's engineering firms can commence tower, shelter, and generator foundations designs, as well as develop a site grading plan.

MSI has presented the first of thirteen change orders associated with USFS site coloring requirements in May, for Site PRG. This change order continues to be refined based on multiple clarification requests by LA-RICS while Motorola continues work at the USFS sites. The finalization and approval of the PRG change order will be the template for submission of the remaining USFS color change requests. MSI and LA-RICS continue to negotiate change orders associated with the BUR1 and MIR sites. MSI has proactively and in good faith moved forward with the USFS, MIR and BUR1 design updates, with construction in process at MIR and the USFS sites, including PRG.

Fifteen site design packages remain to be submitted to LA County DRP, including the two UNIV locations and the TOP full RF package. GRM site is under the LA City jurisdiction. The UNIV CityWalk equipment locations are under the LA City jurisdiction for permitting.

Pre-Construction Activities

The construction team is preparing to start construction of the TOP (Microwave only) site with submission of pre-construction plans in anticipation of site building permit approval. Additionally, PMT site civil design package is expected to clear plan check in the upcoming period such that construction may commence.

Construction Activities

During this reporting period, Phase 2 construction tasks continue. 27 of 59 (includes 2 UNIV locations) sites are substantially complete with construction activities ongoing at 16 sites. To date, 24 of 44 new towers have been erected. 30 of 57 shelters or equipment rooms are complete. MSI has been working with LA-RICS since October of 2019 to obtain Phase 2 construction completion acceptance, as Phase 2 civil site work is completed. Progress to date reflects zero sites accepted due to numerous changes to documentation requirements and punch list work requested by LA-RICS.

The site construction at UCLA is substantially complete under UASI 2017 grants with power to the site expected to be provided by UCLA in the upcoming period. Construction teams completed the utility run and associated work, on behalf of LA-RICS to AGH, now that an easement has been secured. LA-RICS continues to address easements needed by the electrical utility to bring commercial power to numerous sites. The lack of these utility easements is delaying completion of Phase 2 construction completion at several sites. RIH site's tower caissons have been completed, although further work has paused at the site until later in the third quarter due to construction restrictions associated with the endangered gnatcatcher. Construction of the RHT tower has recommenced following the lifting of work restrictions associated with nesting birds. Work continued on other aspects of the site's construction that did not affect the nesting activities under the close supervision of environmental monitors.

Per LA-RICS direction, MSI prioritized PSBN2 co-location work completion at four USFS sites. The shift in priority did delay the majority of LMR construction activities at these sites. Having completed the majority of the PSBN2 construction, LMR construction work has resumed at these four sites. LA-RICS has requested Motorola to evaluate the feasibility of constructing PSBN2 installations at the LMR MML site.

Equipment Supply

UASI 2018 equipment orders have been processed for the 7 of 8 remaining sites and manufacturing, assembly, and staging has begun. MSI has also ordered supplemental software, licenses, and equipment for SMMS. NMDM equipment orders are placed and equipment has begun to be received at the MSI Warehouse. LARTCS equipment orders have been placed based on the recent approval and execution of Amendment 47.



System Implementation

MSI contractors continue to install RF and microwave antennas and lines at sites, install and configure low-voltage site alarms, and configure RF equipment. Initial Phase 4 internal site audits and checks were completed. MSI System Technologists have started site optimization at sites including FCCF and LASDTEM.

Upgrades from GGM to Juniper routers are in progress. These upgrades are expected to be complete by 4Q2020.

Phase 4 site installation work continues with punch list work completed at LACFDEL and ONK. Antenna sweeps completed at ONK. Antenna & Line installation was completed at MIR. Phase 4 site optimization work has been completed at the OAT and HPK sites, and has been started at PHN.

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

Category	Rating	Change	Comments
Schedule			The August 2019 baseline schedule shows LMR System Acceptance on 3/28/2022. MSI's current forecast for LMR System Acceptance is in 1Q2023 timeframe driven by: LA-RICS change in narrow banding logic, remaining leases, Coastal CDP approvals, site power delays and agency cutovers. Joint meetings will continue to evaluate opportunities to achieve LMR System Acceptance sooner than 1Q2023.
Risk			Risk items have been identified regarding: zoning approval process, Site Access Agreements, plan check approval process, spectrum, narrow banding, Channels 15 and 16 interference, site power, and site conditions. FEMA independent site environmental approvals required. Additional USFS site environmental mitigation measures (RF and MW antennas).

2. Project Status

2.1. Tasks in Progress or Completed

See IMS Look Ahead File, data date 7/14/2020

2.2. Tasks Planned for Next Period

See IMS Look Ahead File, data date 7/14/2020

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active

Delayed Drawings and Permit Release	Motorola & Authority	High	Site changes and System redesign elements are impacting drawing progress for certain sites, including the coordination of 3 rd party components (antennas, dishes).	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements. Utility easements are required to provide power to sites.	Active
Project Schedule	Authority & Motorola	High	Critical path elements include receipt of SAAs, Coastal sites zoning application approvals, provision of utility power at sites, and completion of replacement site designs and permitting. Timely execution of interference mitigation, narrow banding, agency cutovers, as well as functional and coverage testing to achieve System Acceptance in 1Q2023.	Active

4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the “OIL Log”) entries are also tabulated and monitored in this section. “OIL Log” items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None at this time		

6. Financial Status

The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Phases 1-4)	157,584,968
Cumulative Invoice Payments from Last Report	99,176,647
Total Invoice Payments This Period	875,537
Remaining Amount to be Paid	\$57,532,784

7. LA-RICS Master Schedule

On June 18, 2020, Motorola issued LA-RICS a supplemental notice of constructive change under the Contract based on the failure of the Authority to deliver the required approvals for zoning and/or SAA from Coastal and Forestry agencies, the failure to provide a commitment regarding providing site power, and the failure to provide commitments regarding system cutover. MSI and LA-RICS have met numerous times during the last month to explore opportunities to achieve final system acceptance sooner. Those meeting will continue, work remains. At this time MSI estimates the approved Contract schedule final system acceptance date will be delayed until at least November 2022, not including time for agency cutover. Including agency cutovers, the project completion will likely be delayed until the first or second quarter of 2023. The most recent weekly master schedule update has a data date of 7/14/2020. See attached LMR Executive Project Summary Snapshots.



**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

August 6, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

A handwritten signature in blue ink, appearing to read 'Scott Edson', is placed to the right of the 'From:' line.

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.

Attachment

CO:TP

LA-RICS PSBN SITE DEPLOYMENT

Week of 7/27/2020

Site	Site ID	Type		GC	Permit Rec'd	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Close Out	Comments
1	IGPD	Roof	Urban	Metrocell	11/21/2019	12/12/2019	NA	NA	6/26/2020	4/1/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/8/2020.
2	AZUCYN	Pine	Urban	Jitney	4/14/2020	4/15/2020	6/18/2020	6/23/2020	6/23/2020	6/23/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/8/2020.
3	MVS2	Colo	Urban	Jitney	4/30/2020	5/13/2020	NA	NA	5/27/2020	6/25/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/16/2020.
4	IRWDPD	Pole 100'	Urban	Metrocell	5/8/2020	5/20/2020	6/15/2020	6/20/2020	6/30/2020	6/28/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/15/2020.
5	COUG	Pole	Urban	Jitney	4/27/2020	5/27/2020	6/20/2020	6/25/2020	6/26/2020	6/29/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/15/2020.
6	WMP2	Colo		MSI	5/19/2020	5/27/2020	NA	5/14/2020	6/25/2020	6/25/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/9/2020.
7	WTR2	Colo		MSI	5/19/2020	5/27/2020	NA	5/22/2020	6/25/2020	6/25/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/9/2020.
8	PRG2	Colo		MSI	5/21/2020	5/28/2020	NA	6/1/2020	6/26/2020	6/25/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/13/2020.
9	THOMSEN	Colo	Urban	Motive	5/28/2020	6/2/2020	NA	NA	7/6/2020	6/25/2020	7/6/2020	7/28/2020	Site Substantially Complete. Punch Walk 7/14/2020.
10	LACFDEL2	Colo	Urban	Motive	5/28/2020	6/3/2020	NA	NA	6/30/2020	6/28/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/9/2020.
11	UCLA2	Roof	Urban	Metrocell	5/29/2020	6/2/2020	NA	NA	6/21/2020	6/30/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/8/2020.
12	CRN	Colo	Urban	Motive	5/29/2020	5/29/2020	NA	NA	6/19/2020	6/26/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/16/2020.
13	LPC2	Colo		MSI	5/21/2020	5/28/2020	NA	6/23/2020	6/30/2020	6/26/2020	6/30/2020	7/22/2020	Site Substantially Complete. Punch Walk 7/13/2020.
14	CLRMPD1	Pine	Urban	Diversified	5/20/2020	5/29/2020	6/22/2020	7/2/2020	7/6/2020	7/7/2020	7/7/2020	7/29/2020	Site Substantially Complete. Punch Walk 7/17/2020.
15	SCEPLM	Pole	Urban	Metrocell	5/28/2020	6/8/2020	6/22/2020	6/25/2020	7/7/2020	7/1/2020	7/7/2020	7/29/2020	Site Substantially Complete. Punch Walk 7/13/2020.
16	SCEDUN	Pole	Urban	Jitney	5/28/2020	6/8/2020	6/22/2020	7/6/2020	7/7/2020	7/3/2020	7/7/2020	7/29/2020	Site Substantially Complete. Punch Walk 7/21/2020.
17	SCEMERC2	Pole	Urban	Diversified	6/4/2020	6/8/2020	6/22/2020	6/26/2020	7/3/2020	7/3/2020	7/7/2020	7/29/2020	Site Substantially Complete. Punch Walk 7/17/2020.
18	SCEGAL	Pole	Urban	Diversified	5/29/2020	6/8/2020	6/29/2020	7/3/2020	7/3/2020	7/7/2020	7/7/2020	7/29/2020	Site Substantially Complete. Punch Walk 7/21/2020.
19	SCENOLA	Pole	Urban	Metrocell	6/1/2020	6/8/2020	6/30/2020	7/3/2020	7/3/2020	6/29/2020	7/7/2020	7/29/2020	Site Substantially Complete. Punch Walk 7/20/2020.
20	SCESTUD2	Pole	Urban	Diversified	6/2/2020	6/8/2020	6/29/2020	7/5/2020	7/6/2020	7/7/2020	7/7/2020	7/29/2020	Site Substantially Complete. Punch Walk 7/20/2020.
21	MML2	Colo		MSI	5/21/2020	7/24/2020	NA	8/28/2020	9/4/2020	9/11/2020	9/18/2020	10/16/2020	
22	MNTBLPD	Pole	Urban	Diversified	6/18/2020	7/31/2020	8/10/2020	9/4/2020	9/11/2020	9/18/2020	9/25/2020	10/23/2020	
23	POLA1 - Best Case	Pole	Urban	Jitney	7/31/2020	8/5/2020	*8/11/2020	9/9/2020	9/16/2020	9/23/2020	9/30/2020	10/28/2020	*Tower and cell blocks will be delivered to site or LA-RICS storage facility
	POLA1 - Medium Case					9/15/2020	*8/11/2020	10/20/2020	10/27/2020	11/3/2020	11/10/2020	12/1/2020	*Tower and cell blocks will be delivered to site or LA-RICS storage facility
	POLA1 - Worst Case										Forecast 2021	Forecast 2021	Worst case depicts full zoning required from City of LA
24	POLA2 - Best Case	Pole	Urban	Jitney	7/31/2020	8/5/2020	*8/12/2020	9/9/2020	9/16/2020	9/23/2020	9/30/2020	10/28/2020	*Tower and cell blocks will be delivered to site or LA-RICS storage facility
	POLA2 - Medium Case					9/15/2020	*8/12/2020	10/20/2020	10/27/2020	11/3/2020	11/10/2020	12/1/2020	*Tower and cell blocks will be delivered to site or LA-RICS storage facility
	POLA2 - Worst Case										Forecast 2021	Forecast 2021	Worst case depicts full zoning required from City of LA
25	POLB1	Pole	Urban	Motive	8/21/2020	8/24/2020	NA	9/28/2020	10/5/2020	10/12/2020	10/19/2020	11/16/2020	Critical path is planning approval based on hearing 8/20
26	POM2	Roof	Urban	Motive	7/29/2020	8/4/2020	NA	9/8/2020	9/15/2020	9/22/2020	9/29/2020	10/27/2020	JCC has all application and Fees, Awaiting delivery of BP & Stamp CD's. Regular follow currently underway.

Legend	
	Completed
	Forecasted - Scheduled

Tower Type	Qty	
Colo	9	
Pine	2	
Pole	11	
Pole 100	1	
Roof	3	



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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS FOR PSBN ROUND 2 CHANGE ORDER BUDGET UPDATE

The purpose of this discussion item is to update your Board on the change order budget for the Telecommunication Facility Construction and Installation Projects Budget for the Public Safety Broadband Network (PSBN) Round 2. On June 15, 2020, your Board approved an increase to the Change Order budget for up to sixteen (16) sites for an aggregate not-to-exceed amount of \$602,636. In connection with this approval, we are providing your Board with an update on what Change Orders were approved and executed since the date the agenda was posted for the last Board meeting on July 9, 2020. Of the \$602,636 aggregate not-to-exceed amount, the Authority has expended an additional \$273,749 as of this date, detailed in the table below. A total of \$498,213 has been expended from the Change Order Budget overall. The remaining balance of the aggregate not-to-exceed Change Order Budget is \$104,423, which will be moved to the Broadband Technology Opportunities Program (BTOP) Budget Construction Category within the Comprehensive Community Infrastructure Budget for full grant depletion.

No.	Site	Contract Amount	Change Order Amount
1.	CLRMPD1	\$436,000	\$138,209
2.	COUG	\$433,601	\$14,815
3.	SCEDUN	\$343,208	\$20,000
4.	SCEGAL	\$426,000	\$77,750
5.	SCESTUD2	\$326,500	\$5,311
6.	THOMSEN	\$374,200	\$17,664
TOTAL			\$273,749

JA:MS:pdd

AGENDA ITEM G



**LOS ANGELES REGIONAL INTEROPERABLE
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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

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

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

CO:pdd

AGENDA ITEM H



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

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

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

The two (2) sites subject to the Santa Monica Mountains Local Implementation Plan (LIP), LA County Fire Department 72 (LACoFD072) and Saddle Peak (SPN) were approved by the Environmental Review Board (ERB) committee at its July 20, 2020 meeting.

Notification of approval was sent to Planning and District Deputies Nicole Englund and Timothy Lippman of County Supervisor Sheila Kuehl's Office and to residents near LACoFD072 regarding the upcoming Hearing Officer (HO) meeting scheduled to take place on August 4, 2020. If all goes well at the HO meeting, sites LACoFD072 and SPN will proceed to Regional Planning Commission for approval at its September 16, 2020 meeting.

The three (3) sites subject to the Santa Catalina Island LIP, Black Jack Mountain (BJM), Dakin Peak (DPK) and Tower Peak (TWR) have all achieved a status of "deemed complete" for the CDP re-submittal packages which addressed all corrections received from DRP, all three projects are also scheduled for the Significant Ecological Area Technical Advisory Committee (SEATAC) review on August 4, 2020.

Lastly, with ERB approval and SEATAC review pending, all five (5) sites remain on track to proceed to Department of Regional Planning Commission Hearing and ultimately review by the California Coastal Commission for confirmation and issuance of a Coastal Development permit for each site by mid-October.

TR:pdd

AGENDA ITEM I



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2020

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
<i>Meetings with representatives from AT&T</i>	July 8, 15, 22 and 29, 2020
<i>Door to door outreach to residents near Montebello Police Department (MNTBLPD)</i>	July 30, 2020

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

Members of the LA-RICS Outreach Team conducted door to door outreach to residents within 500 feet of LTE2 site MNTBLPD.

Lastly, Volume 5, Issue No.18 of the Network was released on July 20, 2020.

WST:pdd



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2020

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

Dear Directors:

DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AN AGREEMENT FOR A LAND MOBILE RADIO SYSTEM SITE

SUBJECT

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute a real estate agreement substantially similar in form to the enclosed document for one Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) site, identified in Enclosure 1. This agreement will allow the site to be used for the construction, implementation, operation and maintenance of the Authority's LMR System, which will provide public safety interoperable communications to the Los Angeles County region. This site and the associated agreement needed, which is presented in substantially similar form to the final document to be executed, is as follows (attached as Enclosure 2) is a Site Access Agreement (SAA) with Estrella KRCA Television, LLC for one LMR site known as East Sunset Ridge (ESR).

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find the approval and execution of the SAA for the ESR site with Estrella KRCA Television, LLC which would allow the construction, implementation, operation and maintenance of the LMR System at this site is within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.

2. Authorize the Executive Director to finalize and execute the real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for real estate agreements for the use of specific sites by the Authority for LMR and/or LTE broadband communication sites. With respect to LMR discussions and negotiations with Estrella KRCA Television, LLC, they have resulted in the attached SAA, Enclosure 2.

Entering into the proposed agreement with Estrella KRCA Television, LLC, would provide the Authority with licenses to use a portion of the parties owned or leased property for use as an LMR communications sites. Estrella KRCA Television, LLC, has agreed to sublicense/sublease the use of the facilities at ESR to the Authority as a tenant which is authorized under their Special Use Permit (SUP) with the United States Forest Service (USFS). This licensed site will include all necessary space and easements for access and utilities to construct, implement, operate, and maintain an LMR communications facilities. Site ESR is needed for the LMR System.

Delegated authority is requested to execute the new agreement on substantially similar terms and conditions as previously approved by your Board for the LMR installations, and as attached to this Board letter. Granting approval for the execution of this proposed agreement will assist in keeping the LMR project schedule on track and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with Estrella KRCA Television, LLC follows below:

Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Access Fee
Estrella KRCA Television, LLC	1	15 Years	Gratis	Exempt	\$150,000

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of the proposed LMR System Site would allow for greater frequency flexibility and would increase radio coverage, especially in those areas where there is no current or very limited coverage. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

The Access Fee is to reimburse Estrella for its costs associated with LA-RICS Authority's access and use of the site, including but not limited to, any needed review of permits, drawings, plans, and use of its staff required to escort and/or grant access to the Authority and its staff, contractors and employees during construction, implementation, operation and maintenance of the LMR Site. The \$150,000 Access Fee is reimbursable under the Urban Areas Security Initiative grant.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on July 11, 2019, that design, construction, implementation, operation, and maintenance of the LMR System infrastructure at Site ESR is exempt from review under CEQA pursuant to 14 Cal. Code Regs §§ 15301, 15303 and 15304. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment improvements proposed at this site consist of (1) the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (3) minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The analysis also demonstrated that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, at Site ESR, the LMR project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impacts of successive projects of the same type in the same place, over time that would be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

Execution of SAA for Site ESR is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval and execution of the SAA for Site ESR.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for the LMR site ESR in accordance with Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



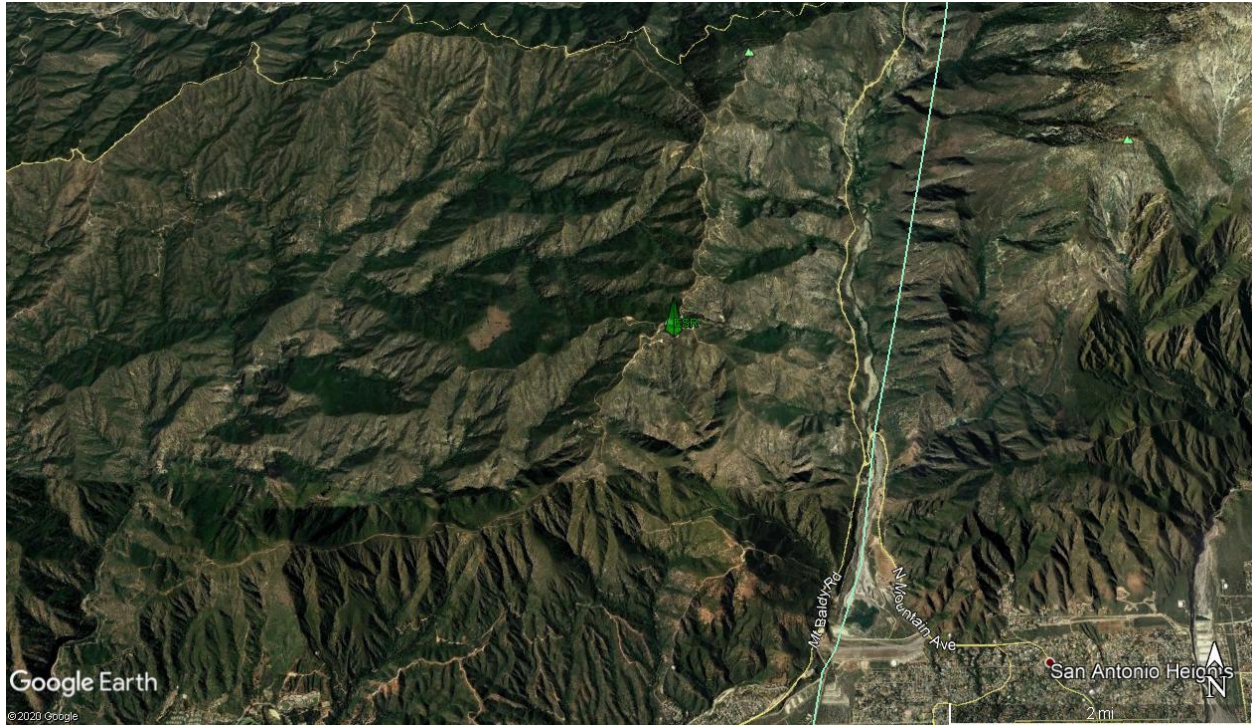
SCOTT EDSON
EXECUTIVE DIRECTOR

SE:wst:ppd

Enclosures

c: Counsel to the Authority

East Sunset Ridge SITE DESCRIPTION



East Sunset Ridge (ESR) Telecommunications Site Angeles National Forest Claremont, CA 91750

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code
ESR	East Sunset Ridge	US Government/ USFS	N 34° 11' 16.18" W117° 41' 58.73"	Claremont	CA	91750

LMR SITE ACCESS AGREEMENT

THIS LMR SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of July __, 2020,

BY AND BETWEEN

ESTRELLA KRCA TELEVISION LLC, a California limited liability company, hereinafter referred to as "Owner"

AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS AUTHORITY."

RECITALS:

WHEREAS, The LA-RICS AUTHORITY which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as "LA-RICS"; and

WHEREAS, Owner has leased certain real property from the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter "USFS"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), for the sites described on Exhibit A attached hereto ("Real Property"); and

WHEREAS, Owner and USFS entered into that certain Communications Use Lease dated March 5, 2019 (the "USFS Lease") attached hereto as Exhibit "D" and incorporated herein by this reference. This Agreement is expressly subject and subordinate to the terms and conditions of the USFS Lease. LA-RICS AUTHORITY shall not commit or permit to be committed on the "leased area" (as defined in the USFS Lease) or on the Real Property (as defined above) any act or omission that violates any term or condition of the USFS Lease; and

WHEREAS, Owner desires to sublicense the use of a portion of the Real Property, including but not limited to an existing radio tower and equipment shelter to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, LA-RICS AUTHORITY shall upgrade the structural stability of the existing tower and bring it up to existing Los Angeles County Building Code in order to accommodate the LA-RICS installation at the LA-RICS Facility (as defined below) and also the designated existing Owner equipment; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained contractors and vendors (collectively "LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (b) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS Agreement; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of an LMR site located on the Real Property in accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LMR SITE**

Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of certain portions of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LMR communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LMR Site in its as-is condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LMR Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

LA-RICS AUTHORITY and/or the LMR Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement, including but not limited to the following: (a) LA-RICS AUTHORITY shall upgrade the structural stability of Owner's existing tower and equipment shelter to bring it up to existing Los Angeles County Building Code in order to accommodate the LA-RICS AUTHORITY's installation at the LA-RICS Facility and also the designated existing Licensor equipment as specified in Exhibit B-2, attached hereto and incorporated herein by this reference, (b) Maintain the entire Real Property both structures and surrounding land, (c) Pay for all power delivered and used at the Real Property, and (d) Provide generator backup for all LA-RICS AUTHORITY and designated existing Owner equipment (as described in Exhibit B-2 below) at the LA-RICS Facility.

Ownership of all improvements constructed by the LA-RICS AUTHORITY upon the LMR Site and all alterations, additions, or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may, but is not obligated to, remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. PURPOSE AND USE

The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, upgrade and repair of an LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor, and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment, and related improvements listed on Exhibit B-1 ("LA-RICS Equipment List") attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through, and across the Real Property for ingress to and egress from the LMR Site 24 hours per day, 7 days per week without notice. The LMR Site shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

The LA-RICS AUTHORITY shall ensure that all usage of the LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR Vendor, is in compliance with all terms and conditions of this Agreement.

Notwithstanding the foregoing or any language to the contrary contained herein, LA-RICS AUTHORITY shall accept the use of certain existing infrastructure, such as an existing tower and equipment shelter, and allow for the use of certain equipment and related improvements by Owner, as listed on Exhibit B-2 ("Owner Equipment List"), Owner shall be allowed access over, through, and across the Real Property for ingress to and egress from the LMR Site, to access Owner's equipment listed within the Owner Equipment List, which equipment shall be collocated with LA-RICS AUTHORITY'S equipment listed in the LA-RICS Equipment List, as identified and depicted in Exhibit C attached hereto and incorporated herein by this reference.

3. APPROVALS/DESIGN REVIEW

The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LMR Site at the 100% stage of design development, for Owner's review and approval. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's

concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain Owner approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and Owner's (or Owner's authorized agent's) approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. Owner agrees that it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide Owner with a notice of work commencement and an estimated time of completion for the LMR Site.

Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

Should ministerial permits be required, Owner shall expeditiously assist LA-RICS AUTHORITY to process such permits, as may be appropriate, at LA-RICS AUTHORITY's cost and expense. To the extent there may be costs associated with Owner's review, such costs are included in the LA-RICS AUTHORITY's Access Fee as provided for in Section 13 (Access to LMR Site). Subject to Owner's written approval, the LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

4.01 **Initial Term.** The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate on the last day of the calendar month containing the fifteenth (15th) anniversary of the Commencement Date (such date, the "Expiration Date"), unless terminated earlier pursuant to written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 26 ("Default") hereof.

4.02 **Early Termination Right.** LA-RICS AUTHORITY shall have the right to terminate this Agreement for convenience upon not less than six (6) months' prior written notice to Owner, any time after the 36th month following the Commencement Date. On the date of termination specified in such notice, this Agreement shall expire and terminate as if such date were the Expiration Date originally written above.

4.03 **Termination of USFS Lease.** In the event the USFS Lease is terminated prior to the expiration or earlier termination of this Agreement, Owner and LA-RICS AUTHORITY shall have the right to terminate this Agreement upon ninety (90) days' prior written notice to the other Party. On the date of termination specified in such notice, this Agreement shall expire and terminate as if such date were the Expiration Date originally written above; provided, in no event shall such termination pursuant to this Section 4.03 occur before the actual termination of the USFS Lease.

4.04 **Option Terms.** Provided that no material Default has occurred and is continuing under this Agreement at the time the option is exercised, LA-RICS AUTHORITY shall have three (3) options to renew this Agreement for an additional period of five (5) years each (respectively, the "First Extension Term," the "Second Extension Term", and the "Third Extension Term," and collectively, the "Extension Term(s)").

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of the LMR Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions, or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for

notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors.

7. INSTALLATION

LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with Owner's equipment listed in Owners Equipment List which is properly functioning. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify, and maintain the LMR Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site.

Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide Owner with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LMR Site in PDF format. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). Owner shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by Owner.

8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations, or improvements to the LMR Site or the Real Property other than to install, maintain, replace, and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C, as may be required as a result of FCC rules or regulations, and/or as permitted

elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner. Subject to Section 3 above, LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner.

9. **MAINTENANCE**

The Real Property shall be kept neat and clean by LA-RICS AUTHORITY.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents, or business vendors, including without limitation the LMR Vendor, and Owner shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of Owner, its employees, agents, or business vendors. Should LA-RICS AUTHORITY or Owner fail to promptly make such repairs after thirty (30) days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances, and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation, and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the County of Los Angeles Building Code.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS AUTHORITY and its LMR Vendor shall:

At all times hold a valid FCC license for the Permitted Activities and comply with all applicable County ordinances and all State and Federal laws, as applicable, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site.

Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the public,

except as herein permitted, and remove any agent, invitee, or employee who fails to conduct Permitted Activities in the manner heretofore described.

Assume the risk of loss, damage, or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage, or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees, or contractors.

12. **INTENTIONALLY OMITTED**

13. **ACCESS TO LMR SITE**

Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the Initial Term and any Extension Term of this Agreement, the access which serves the LMR Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS AUTHORITY's cost. LA-RICS AUTHORITY shall be responsible to pay to Owner One Hundred and Fifty Thousand Dollars (\$150,000) ("Access Fee") to reimburse Owner for its costs associated with LA-RICS Authority's access and use of the site, including but not limited to, any needed review of permits, drawings, plans, and use of Owner's staff required to escort and/or grant access to LA-RICS AUTHORITY and its staff and employees during construction, implementation, operation and maintenance of the LMR Site. The Access Fee shall be paid within sixty (60) calendar days from receipt of an invoice from Owner following the Commencement Date. Should this Agreement be terminated prior to the expiration of the Initial Term for any reason, Owner shall reimburse to LA-RICS Authority the yearly pro rata portion of the Access Fee at ten thousand dollars (\$10,000) a year for the remaining time period from the actual date of termination through the Expiration Date. For example, if this Agreement is terminated in any month of the thirteenth year of the Initial Term, Owner will reimburse the LA-RICS Authority for twenty thousand dollars (\$20,000).

14. **INTENTIONALLY OMITTED**

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

LA-RICS AUTHORITY shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

In the event LA-RICS AUTHORITY's operations or equipment cause interference with properly functioning non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS promptly meet with Owner to cooperatively discuss and reach agreement on how such interference will be resolved. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LMR Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with others, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site and Owner's Equipment.

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save, and hold harmless Owner and its agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

Owner agrees to indemnify, defend, save, and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. **INSURANCE**

Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to Owner, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

18.01 **General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

18.02 **Automobile Liability Insurance** (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

18.03 **Workers' Compensation and Employers' Liability Insurance.** A program of workers' compensation insurance in an amount and form to meet all applicable

requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

18.04 **Commercial Property Insurance.** LA-RICS AUTHORITY shall provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage and flood.

Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

18.05 **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation, or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers' Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other Federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.06 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

18.07 Notification of Incidents. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

18.08 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

19. **FAILURE TO PROCURE OR MAINTAIN INSURANCE**

Failure on the part of Owner or LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which the non-breaching party may immediately terminate this Agreement.

Use of the LMR Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site created by this Agreement may be subject to property taxation. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax- or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY's use of the LMR Site.

If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LMR Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.

Owner reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by Owner shall be reimbursed by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY.

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

or such other place as may hereinafter be designated in writing by Owner.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. **LA-RICS FACILITY REMOVAL**

LA-RICS AUTHORITY shall remove from the LMR Site and the Real Property equipment as specified in Exhibit B-1, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement. If this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, LA-RICS AUTHORITY shall remove from the LMR Site and the Real Property all of its equipment as specified in Exhibit B-1, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the termination or cancellation.

23. **ASSIGNMENT**

This Agreement may not be sold, assigned, sublicensed, or transferred by LA-RICS AUTHORITY, except any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS Agreement, without written consent of Owner, which consent will be at Owner's sole discretion. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest, or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

To effect an assignment or transfer pursuant to this Section, LA-RICS AUTHORITY shall first deliver to the Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by Owner.

Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicensee shall comply with and be subject to all of the terms, covenants, and conditions of this Agreement.

24. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a

condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

25. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

26. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may

not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LMR Site, and remove all LA-RICS AUTHORITY's improvements located thereon.

In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

27. **WAIVER**

Any waiver by either party of the breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

28. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage, and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic, or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes; crude oil or byproducts of crude oil other than crude oil which exist on the Real Property as a natural formation; and those

chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims, and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

29. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LMR Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's acts or omissions.

30. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

31. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association

between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY or its contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

32. **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

33. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration, and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

34. **COMPLIANCE WITH CIVIL RIGHTS LAWS,
NONDISCRIMINATION AND AFFIRMATIVE ACTION**

LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

While the Owner reserves the right to determine independently that the antidiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the antidiscrimination provisions of this Agreement.

In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. **NONEXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal, or like goods and/or services from other entities or sources.

36. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

37. **PUBLIC RECORDS ACT**

37.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LMR Vendor and all information obtained in connection with the Owner's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The Owner shall not be in any way liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

37.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

37.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.

38. **OTHER TERMS AND CONDITIONS**

Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.

Habitation. The LMR Site shall not be used for human habitation.

Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LMR Site.

Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LMR Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with State, County, municipal, Federal, or any other regulatory agency having jurisdiction thereover,

regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LMR Site.

Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LMR Site from theft, burglary, or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

39. LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

40. BANKRUPTCY

The Owner and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

41. SUCCESSORS AND ASSIGNS

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors, and assigns.

42. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

43. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

44. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

45. **QUIET ENJOYMENT**

If LA-RICS AUTHORITY performs the terms of this Agreement, Owner warrants that LA-RICS AUTHORITY will have quiet enjoyment and peaceful possession of the LA-RICS Facility, and that it will defend LA-RICS AUTHORITY in such quiet enjoyment and peaceful possession during the term of this Agreement without interruption by Owner, or of any person rightfully claiming under it.

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

ESTRELLA KRCA TELEVISION
LLC, a California limited liability
company

A California Joint Powers Authority

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: OWNER TO SPECIFY

Its: OWNER TO SPECIFY

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

APPROVED AS TO FORM:

OWNER TO SPECIFY

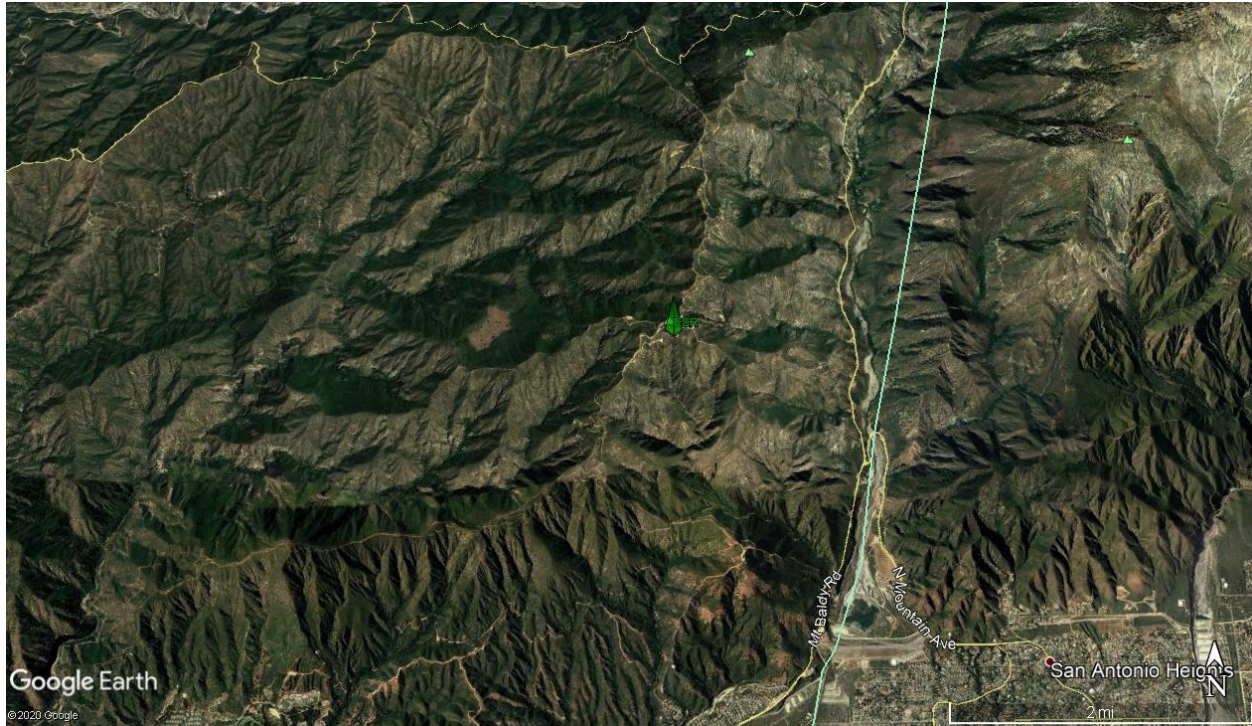
By: _____

Deputy

By: _____

OWNER TO SPECIFY

EXHIBIT A
SITE DESCRIPTION



**East Sunset Ridge (ESR) Telecommunications Site
Angeles National Forest
Claremont, CA 91750**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code
ESR	East Sunset Ridge	US Government/ USFS	N 34° 11' 16.18" W117° 41' 58.73"	Claremont	CA	91750

EXHIBIT B-1

LA-RICS EQUIPMENT LIST

East Sunset Ridge (ESR) Telecommunications Site

Structurally modified 150 ft. existing self-support tower

New LMR (24) Antennas

New Microwave (2) Antenna Dish

New GPS antennas (6) mounted to Shelter

Upgrade and Modernize existing communications equipment Shelter

New LMR Indoor RF Racks (13), DC Rack (1), & Battery Racks (2)

New Diesel 125 kW Generator & 3800-gallon tank (existing wall enclosure)

EXHIBIT B-2
OWNER'S EQUIPMENT LIST

EXHIBIT C

SITE PLAN

To be incorporated by reference at a later date.



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

August 6, 2020

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

Dear Directors:

APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 78225 FOR JOINT USE AND SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SUBJECT

Board approval is requested to authorize the Executive Director to negotiate, finalize, and execute Amendment No. 1 to Agreement No. 78225 for the Joint Use and Services Agreement between the County of Los Angeles (County) Sheriff's Department (LASD) and the Los Angeles Regional Interoperable Communications System (Authority) which contemplates the inclusion of the Authority's Cell on Light Truck (CoLT) and Cell on Pickup (CoPT).

RECOMMENDED ACTION

It is recommended by your Board:

1. Approval to negotiate and finalize Amendment No. 1 to Agreement No. 78225 for the Joint Use and Services Agreement, in substantially similar form to the attached Enclosure, which contemplates LASD housing, maintaining, insuring, and deploying the Authority's CoLT and CoPT.
2. Delegate authority to the Executive Director to execute Amendment No. 1, in substantially similar form, to the enclosed Amendment (Enclosure).
3. Delegate authority to the Executive Director to approve and execute Amendments to the Agreement that do not impact the term, or any terms and conditions of the

Agreement, provided any such Amendments are approved as to form by Counsel to the Authority.

BACKGROUND

On March 6, 2014, the Board delegated authority to the Executive Director to finalize and approve an Agreement between the LASD and the Authority that allowed (a) the Authority to install communications equipment in LASD's Station B, a mobile shelter, for joint use between both agencies; (b) joint use of the Authority's System on Wheels (SOW), a separate mobile shelter, between both agencies; (c) LASD to house the SOW; and (d) LASD to perform preventative maintenance inspections on the communications equipment in Station B and on the SOW in its entirety.

On June 17, 2014, the County of Los Angeles Board of Supervisors approved the Joint Use and Services Agreement between LASD and the Authority.

On February 15, 2018, the Authority submitted the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) to NOAA and NTIA, which included three Objectives to mitigate coverage and capacity issues throughout the Los Angeles County region. On June 25, 2018, NOAA and NTIA approved, among other things, Objective 2 (Rapid Response Vehicles) contemplated in the PSBN Round 2 PIP which allowed the Authority to procure rapid response vehicles to respond quickly and efficiently in areas where commercial carriers struggle to provide cellular service to end users such as first responders in areas such as mountainous regions.

On April 3, 2019, the Board authorized the Executive Director to issue a procurement to acquire CoLTs and/or CoPTs, certain telecommunication equipment, vehicle installation services, testing, and training. In addition to authorizing the Executive Director to proceed with a procurement for rapid response vehicles, the Board also authorized the Executive Director to negotiate with AT&T Corp. (AT&T) to enter into a sole source agreement to obtain certain components to be installed in the CoLT and CoPT.

The Board also authorized the Executive Director to enter into negotiations for a sole source agreement with AT&T to acquire specialized components and services from AT&T Corp. (AT&T) on April 3, 2019. AT&T is the sole vendor on the FirstNet platform that can provide these goods and services for use on the CoLT and CoPT.

On December 5, 2019, the Board awarded the LA-RICS Authority CoLT and CoPT Agreement with Sun West Engineering, Inc. (Sun West) to procure one (1) CoLT and one (1) CoPT. The Authority entered into an Agreement with Sun West on January 22, 2020.

On March 5, 2020, the Board authorized the Executive Director to enter into the First Responder Mobility Zone (FRMZ) Services Agreement with AT&T which included equipment acquisition for the CoLT and the CoPT but mainly for satellite services. The unique FRMZ equipment and satellite service ensure the CoLT and CoPT have the ability to quickly and efficiently respond to emergencies throughout the Los Angeles County region. The FRMZ agreement was executed on March 17, 2020.

On July 7, 2020, the Authority received and accepted the CoLT and CoPT.

Should your Board approved the recommendation actions contemplated in this Board Letter, the enclosed amendment will be presented to the Los Angeles County Board of Supervisors for approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

It is necessary to approve Amendment No. 1 to the Joint Use and Services to ensure an Agreement is in place to house, maintain and deploy the CoLT and the CoPT, similar to how LASD currently manages the Authority's Site-On-Wheels (SOW) and Authority equipment outfitted on Station B. In doing so, LASD will assume operational control and would be responsible for housing, operating, maintaining, insuring, and deploying the vehicles for not only LASD, but for the Authority and its Members. The Authority shall maintain ownership of all equipment purchased for the life of the equipment.

Since an Agreement is already in place for the Authority's SOW and Authority equipment outfitted on Station B, it is appropriate to amend this agreement to include the CoLT and the CoPT.

FISCAL IMPACT/FINANCING

The activity contemplated in the recommended action has no fiscal impact to the Authority.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Committees' approval of the recommended action, Authority staff will present the amendment to the Board for approval.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

D:\MEMORANDUM OF UNDERSTANDING-SERVICES\Station B & SOW\Amendment No. 1 (COLTS)\Board Letter (LA-RICS)\COLT MOU Amendment 1_Board Letter_07-31-20.docx

Enclosure

cc: Counsel to the Authority

**AMENDMENT NUMBER ONE
TO AGREEMENT NO. 78225 FOR
JOINT USE AND SERVICES AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM**

This Amendment Number One (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 1") to Agreement No. 78225 – Joint Use and Services Agreement ("Agreement") is entered into by and between the County of Los Angeles ("County") and the Los Angeles Regional Interoperable Communications System Authority ("Authority"), effective as of _____, 20____ based on the following recitals:

RECITALS

WHEREAS, the County, through the Los Angeles County Sheriff's Department ("Department") and the Authority have entered the Agreement for the joint use of certain equipment and services as detailed herein, dated as of June 17, 2014 (together with any exhibits, attachments, and schedules thereto, all as amended prior to the date hereof).

WHEREAS, the Agreement allowed the Department and the Authority to (a) have joint use of the Department's existing technical communications trailer, County vehicle number SX1335 ("Station B") as a site-on-wheels to provide supplemental coverage during emergencies or pre-planned events for the Authority, Department, and Authority's other Member Agencies; (b) the installation of certain Authority-owned Land Mobile Radio ("LMR") equipment in Station B; (c) to have joint use of the Authority's System on Wheels ("SOW") in the event of an emergency or loss of coverage at a communications site for the Authority, Department, and the Authority's other Member Agencies; and (d) commission the Department to provide preventative maintenance inspections on the Authority's communications equipment on Station B and the Authority's SOW in its entirety.

WHEREAS, the Authority and Sun West Engineering, Inc. (Sun West) entered into an agreement to procure a Cell on Light Truck ("COLT") and a Cell on Pickup Truck ("COPT") and desires to permit the Department to have joint use of the COLT and COPT to have the ability to respond quickly and efficiently to emergencies in urban areas as well as areas outside of the Department's existing coverage footprint such as mountainous regions; thereby, extending and enhancing coverage and capacity beyond the Department's static infrastructure wherever needed.

WHEREAS, the Authority and AT&T Corporation, ("AT&T"), entered into an agreement to allow the Authority to utilize AT&T's First Responders Mobility Zone ("FRMZ") satellite services ("FRMZ Agreement") which includes (a) deployable equipment ("FRMZ Equipment") that provides AT&T Band Class 14 4G LTE wireless coverage where permanent coverage is not available in AT&T licensed areas; (b) wireless service (FRMZ Wireless Service) between compatible devices and the FRMZ Equipment; (c) AT&T-provided satellite services connecting to the FirstNet Evolved Packet Core

(FRMZ Satellite Service) and other network transport services developed by the parties and approved by AT&T and (d) related management services (FRMZ Network Management Support Services).

WHEREAS, the Department is agreeable to deploying the COLT and COPT in a manner prescribed by the specialty vehicle's manufacturer and in accordance with the FRMZ Agreement.

WHEREAS, the Department is agreeable to house the COLT and COPT and provide preventative maintenance inspections and maintenance of the vehicles and/or components that are not covered by specific warranties or upon expiration of the specific warranties in accordance with the specialty vehicle manufacturer's guidelines.

WHEREAS, the Authority and the County desire to further amend the Agreement pursuant to this Amendment No. 1 to make changes necessary to expand Section 1.0 (Scope of Work) to (a) contemplate joint use of the Authority's COLT and COPT by the Department and the Authority, (b) deploy the COLT and COPT in a manner prescribed by the specialty vehicle's manufacturer and in accordance with the FRMZ Agreement, (c) house the COLT and COPT and provide preventative maintenance inspections in accordance with the specialty vehicle manufacturer's guidelines, (d) insure the COLT and the COPT; (e) revise Exhibit A (Agreement Budget) to identify Authority funded equipment, the Department's personnel, and any assets related to the COLT and COPT; and (f) make other certain changes as set forth in this Amendment No. 1.

WHEREAS, this Amendment No. 1 is authorized under Section 13.0 (Amendments) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, County and Authority hereby agree as follows:

1. Section 1.0 (Scope of Work) of the Agreement shall be revised to include new Section 1.6 (Cell on Light Truck [COLT] and Cell on Pick Up Truck [COPT]) as follows:

1.6 CELL ON LIGHT TRUCK (COLT) AND CELL ON PICK UP TRUCK (COPT)

- 1.6.1 The County, through the Department, and the Authority agree to joint use of the Authority's COLT and COPT. The vehicle, installation, configuration, and associated services will be provided by Sun West.
- 1.6.2 The Department and the Authority agree to joint use of the Authority's COLT and COPT. The Department will provide the personnel and/or assets necessary, in accordance with Exhibit A

(Agreement Budget) of this Agreement, to deploy and maintain the COLT and COPT.

1.6.3 The Department and the Authority agree to the following:

- a) The Department will house the COLT and COPT and provide preventative maintenance inspections in accordance with manufacturer's recommendations and the FRMZ Agreement requirements on the Authority's COLT and COPT in their entirety including, but not limited to, the vehicles and their components therein.
- b) The preventative maintenance inspections will include systematic inspections and testing of the Authority's COLT and COPT in their entirety including, but not limited to, the vehicle and its components therein, to ensure the satisfactory operation of the Authority's communications equipment.
- c) In the event that the Department detects malfunctions, irregularities and/or potential failures of the Authority's COLT and/or COPT in their entirety including, but not limited to, the vehicle and its components therein, the Department will notify the Authority within two (2) business days and will immediately leverage the existing warranties of the vehicles and/or its components, and then, if necessary, utilize the Authority's service agreements to resolve the deficiency.
- d) In the event that the Department is unable to perform the preventative maintenance inspections in accordance with the manufacturer's specifications or make (or cause to make) repairs to malfunctioned equipment, such as when a specialist for the vehicle is required or an item's warranty does not cover the malfunctioned equipment, then the Department shall notify the Authority. In such a case, the parties shall share the responsibility to resolve the matter. In the event the deficiency was caused by neglect of the Department, the Department shall be solely responsible for making necessary arrangements to resolve the issue.
- e) In the event there is a need to make repairs and/or provide maintenance to the COLT and/or the COPT, inclusive of any malfunctioned equipment, not covered by warranties, and such repairs are extensive and/or cost prohibitive, the Department and the Authority will enter into discussions and come to a mutually agreeable solution to ensure such

repairs and/or maintenance costs are feasible based on the availability of funding for both parties, otherwise the parties will work together to seek funding necessary to provide the required repair/maintenance work.

- f) With respect to equipment upgrades that may be necessary for the COLT and/or the COPT to remain technically operational, the Department and the Authority will enter into discussions and come to a mutually agreeable solution on the viability of any such upgrades based on the availability of funding of both parties otherwise the parties will work together to seek funding necessary to provide the required repair/maintenance work.
- g) With respect to the COLT and the COPT, the Department has agreed to insure the COLT and COPT as part of its fleet. In the event the Department is no longer able to insure the COLT and the COPT, the Department will notify the Authority prior to cancelling coverage and will enter into discussions to identify insurance plan based on the availability of funding of both parties. Otherwise, the parties will work together to seek funding necessary to insure the vehicles.
- h) With respect to the COLT and COPT registration, the Department and the Authority enter into discussions and come to a mutually agreeable solution to ensure the vehicles are registered, based on the availability of funding of both parties. Otherwise, the parties will work together to seek funding necessary to register the vehicles.

1.6.4 The Department and the Authority agree that the Department will deploy the COLT and/or COPT in accordance with Section 3.0 (Deployment of Mobile Communications Unit) of this Agreement to provide the following:

- a) supplemental coverage during emergency situations for the Department, the Authority, and its Member Agencies;
- b) temporary replacement coverage when the emergency situations result in loss of a communications site;
- c) and otherwise as the parties may agree.

1.6.5 The services provided by the Department with respect to the COLT and COPT are not all inclusive and may be provided by any number and any level of Department members, as the

Department determines appropriate, subject to the budget set forth in Exhibit A (Agreement Budget).

2. Section 2.2 of the Agreement is deleted in its entirety and replaced with the following:

2.2 The Department has designated personnel and/or assets required to house, deploy, and provide preventative maintenance inspections in accordance with manufacturer's recommendations to the Authority's communications equipment installed in Station B, the Authority's SOW, and the Authority's COLT and COPT. Moreover, with respect to the Authority's COLT and COPT, each vehicle and its components maintain specific warranties to cover certain deficiencies that will be utilized to the fullest extent until such time as they expire. The Department has designated personnel and/or assets to either manage third party vendors (including agreements that the Authority holds with Sun West and AT&T), or to directly make necessary repairs, to restore the vehicles (COLT and COPT) and their respective equipment in order to ensure full deployment readiness as may be needed. The Department will assume responsibility of the COLT and COPT's vehicle and/or components upon expiration of their specific warranties.

3. Section 3.0 (Deployment of Mobile Communications Unit) of the Agreement is deleted in its entirety and replaced with the following:

3.0 DEPLOYMENT OF MOBILE COMMUNICATIONS UNIT

Station B and the Authority's SOW, COLT, and COPT shall be deployed in a manner consistent with the Department's Mobile Communications Unit ("MCU") activation procedures pursuant to Communications and Fleet Management Bureau ("CFMB") Unit Order: 3-08-020, Section 2 (hereinafter referred to as "Unit Order") which may be updated from time to time, and is incorporated herein by this reference. The Unit Order sets forth the activation procedures and protocols that the Department will adhere to when deploying Station B, the Authority's SOW, COLT, and COPT. The Unit Order details the deployment procedures which includes, but is not limited to, the following:

- a) Intake responsibilities
- b) Duty Lieutenant responsibilities and MCU response determination
- c) Response team "Call-Out" and designated responsibilities
- d) Pre-planned responses/events (if appropriate) for the SOW
- e) Participation in functional exercises

With respect to the COLT and COPT, the Unit Order may require future mutually agreeable revisions associated with FRMZ Agreement terms mandated by AT&T. The Department acknowledges that it is acting as

Authority's agent regarding the COLT and COPT deployments and will comply with all applicable FRMZ Agreement terms. The Department, pursuant to the FRMZ Agreement, in particular the AT&T Business Service Guide, between AT&T and the Authority, shall deploy the COLT and/or the COPT, which shall be in a collaborative effort with FirstNet/AT&T. In the event that the COLT and/or COPT does not have the requisite satellite data service, the agency requesting AT&T LTE service from the COLT or COPT will be responsible for purchasing satellite data service from a Department authorized satellite service provider.

4. Section 4.0 (Department Responsibilities) of the Agreement is deleted in its entirety and replaced with the following:

4.0 DEPARTMENT RESPONSIBILITIES

4.1 Department Project Manager:

Los Angeles County Sheriff's Department
Communications Lieutenant
1277 North Eastern Avenue
Los Angeles, CA 90063

Department Project Manager Designee:

Los Angeles County Sheriff's Department
Communications Sergeant 1277 North Eastern Avenue
Los Angeles, CA 90063

- 4.2 The Department agrees to provide preventative maintenance inspections to (a) the Authority provided communications equipment installed on Station B, which is set forth on Exhibit A (Agreement Budget) of this Agreement; (b) the Authority's SOW in its entirety including, but not limited to, the trailer and its components therein, in accordance with Section 1.0 (Scope of Work) of this Agreement throughout the term of this Agreement; and (c) the Authority's COLT and COPT in their entirety in accordance with Section 1.0 (Scope of Work).
- 4.3 It is understood that Station B, as well as all prior existing Department-purchased equipment, shall remain the property of the Department. The Department is responsible for the maintenance of the Station B trailer and all prior existing Department-purchased equipment. Should the Department's equipment malfunction, the Department shall repair or, if necessary, replace the equipment at the expense of Department.

- 4.4 It is understood that the SOW, COLT, and COPT shall remain the property of the Authority. The Department is responsible for the preventative maintenance of the SOW as the SOW and the equipment contained therein is covered by the Authority's Warranty under its LMR Agreement. With respect to the COLT and COPT the Department is responsible for preventative maintenance and maintenance of vehicles and/or components that are not covered by specific warranties or upon expiration of the specific warranties for as long as the vehicles remain in the Department's possession. Should the Authority's equipment malfunction on the SOW, COLT, or COPT, the Department shall notify the Authority within two (2) business days in accordance with Section 1.6.3.c.
 - 4.5 When not in use, the Department will house Station B at Los Angeles County Sheriff's Communication Center ("SCC"), a Department-secured facility located at 1277 N. Eastern Avenue, Los Angeles, CA 90063, unless otherwise specified and agreed to by the Department and the Authority.
 - 4.6 When not in use, the Authority's SOW will be housed at a location designated by the Department.
 - 4.7 When not in use, the Department will house COLT and COPT at Los Angeles County Sheriff's Department Sybil Brand Institute ("SBI"), a Department-secured facility located at 4500 City Terrace Drive, Los Angeles, CA 90063, unless otherwise specified and agreed to by the Department and the Authority.
5. Section 5.1 of Section 5 (Authority Responsibilities) of the Agreement is deleted in its entirety and replaced with the following:
- 5.1 The Authority will provide, or cause to be provided, reimbursement to the County for the costs of personnel and/or assets required for the Department's deployment of Station B, the SOW, the COLT, and the COPT in accordance with Paragraphs 7.5 and 7.7 below, and for the Department's performance of preventative maintenance inspections on Station B and the SOW as required herein. Reimbursement to the County shall be in accordance with the rates set forth in Exhibit A (Agreement Budget) to this Agreement, as updated from time to time. Notwithstanding any provision hereof to the contrary, no overhead or other administrative costs will be reimbursed by the Authority.
6. Section 5.3 of Section 5 (Authority Responsibilities) of the Agreement is deleted in its entirety and replaced with the following:
- 5.3 It is understood that any additional equipment purchased by either party and installed in Station B, the SOW, the COLT, or the COPT during the term of

this Agreement shall remain the property of the purchasing party. The design, implementation, and testing of the additional equipment will be coordinated with the non-purchasing party.

7. Section 7.0 (Payment Procedures) of the Agreement shall be revised to include new Sections 7.8 through 7.11 as follows:
 - 7.8 In the event that the COLT is deployed to respond to an incident or event solely related to the Department, the Department shall pay for all costs associated with such deployment.
 - 7.9 In the event that the COLT is deployed to respond to an incident or event solely related to the Authority or its Member Agencies (not including the Department), the Authority shall pay or cause its Member Agencies to pay for all costs associated with such deployment.
 - 7.10 In the event that the COPT is deployed to respond to an incident or event solely related to the Department, the Department shall pay for all costs associated with such deployment.
 - 7.11 In the event that the COPT is deployed to respond to an incident or event solely related to the Authority or its Member Agencies (not including the Department), the Authority shall pay or cause its Member Agencies to pay for all costs associated with such deployment.
8. Exhibit A (Agreement Budget) to this Agreement is deleted in its entirety and replaced with Exhibit A (Agreement Budget) attached to this Amendment No. 1, which among other things, reflects the inclusion of the COLT and COPT, the Department's personnel required to deploy the COLT and COPT, and any assets related to the COLT and COPT.
9. This Amendment No. 1 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
10. The Authority and person executing this Amendment No. 1 on behalf of the Authority hereby represent and warrant that the person executing this Amendment No. 1 for Authority is an authorized agent who has actual authority to bind the Authority to each and every provision, term, and condition of this Amendment No. 1 and that all Authority requirements have been fulfilled to provide such actual authority.
11. Except as provided in this Amendment No. 1, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.

* * *

**AMENDMENT NUMBER ONE
TO AGREEMENT NO. 78225
FOR JOINT USE AND SERVICES AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 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**

COUNTY OF LOS ANGELES

By: _____
Scott Edson
Executive Director

By: _____
Kathryn Barger
Chair, Board of Supervisors

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

ATTEST:
CELIA ZAVALA
Executive Officer-Clerk

MARY C. WICKHAM
County Counsel

By: _____
Truc L. Moore
Principal Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM FOR
COUNTY:

MARY C. WICKHAM
County Counsel

By: _____
Michelle Jackson
Principal Deputy County Counsel



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

August 6, 2020

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

Dear Directors:

APPROVE AMENDMENT NO. 46 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 46 to Agreement No. LA-RICS 008 (Agreement) for the Public Safety Broadband Network (PSBN) to reconcile certain PSBN Components resulting in a cost decrease in the amount of \$247,950.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 46 to Agreement No. LA-RICS 008 with Motorola Solutions, Inc. (Motorola) to reconcile certain PSBN Components resulting in a cost decrease in the amount of \$247,950.
2. Authorize a decrease to the Maximum Contract Sum in the amount of \$247,950 from \$138,485,370 to \$138,237,420, when taking the recommended actions into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 46, in substantially similar form, to the enclosed Amendment (Enclosure).

BACKGROUND

In December of 2019, the LA-RICS Authority submitted a request for funding augmentation to support accelerated construction at certain PSBN Round 2 sites, as certain unexpected delays were faced relating to AT&T's role in the site selection, site design, site access agreement negotiations and equipment selection. Additionally, the unexpected delays encountered with USFS Special Use Permit issuance delayed those co-location sites in the Angeles National Forest. On February 24, 2020, the federal grantor awarded LA-RICS the grant funding augmentation to pay for accelerated deployment activities, including accelerated construction.

The Authority team was implementing the accelerated deployment plan when the Novel Coronavirus (COVID-19) caused a Nationwide shutdown. Due to the delays caused by COVID-19, the Authority sought a no-cost extension from NTIA to allow certain construction activities to continue through the grant administrative close-out period, assuring all invoices would be processed ahead of the September 30, 2020 performance period end date. Unfortunately, NTIA confirmed the May 22, 2020 denial of the no-cost extension on May 26, 2020, allowing for construction activities to continue through June 30, 2020. This action resulted in allowing fourteen (14) sites scheduled for completion under the accelerated plan. On June 9, 2020, NTIA approved a no-cost extension through July 7, 2020 allowing for an additional six (6) Southern California Edison (SCE) sites to be included in the accelerated plan. This has allowed the Authority to proceed with the build-out of twenty (20) sites as opposed to the originally contemplated twenty-six (26) site build.

On June 22, 2020, AT&T transmitted a letter of support to NOAA committing to complete any remaining work occurring outside of the current grant performance period, for inclusion into the NPSBN in furtherance of public safety goals for first responders nationwide.

On June 29, 2020, NTIA authorized a no-cost extension to allow the Authority to continue activities related to, among other things, ordering equipment, site access, zoning and permitting for sites that would be built with AT&T's support. The reconciliation of PSBN Components before your Board for consideration reflects the final site equipment makeup and deployment for sites 1-26.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 46 to reconcile certain PSBN Components resulting in a decrease in the amount of \$247,950.

It is necessary to reconcile the Agreement to remove equipment such as antennas, mounts, and power cabinets, due the equipment being cancelled in connection with suspension orders and not available for reorder.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 46 will result in a decrease to the Maximum Contract Sum by \$247,950 from \$138,485,370 to \$138,237,420 when taking the recommended actions into consideration. The reduction will be moved to the Broadband Technology Opportunities Program (BTOP) Budget Construction Category within the Comprehensive Community Infrastructure Budget to ensure grant depletion.

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 or his designee will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

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Enclosure

cc: Counsel to the Authority

**AMENDMENT NUMBER FORTY-SIX
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
PUBLIC SAFETY BROADBAND NETWORK**

RECITALS

This Amendment Number Forty-Six (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 46") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of August ____, 2020 (the date executed by the Authority), based on the following recitals:

WHEREAS, Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

WHEREAS, the Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

WHEREAS, the Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

WHEREAS, the Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the

PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective October 3, 2014, to (a) make changes necessary to reflect the removal of three (3) PSBN Sites and all the Work and equipment associated with these PSBN Sites; (b) to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites and all of the Work and equipment affected by these replacements; (c) to make other certain changes; and (d) to increase the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

WHEREAS, the Agreement has been previously amended by Amendment Number Seven, effective December 31, 2014, to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconcile hose tower designs for 28 sites in Phase 2; and (c) to make other certain changes as reflected in Amendment No. 7.

WHEREAS, the Agreement has been previously amended by Amendment Number Eight, effective February 13, 2015, to (a) make changes necessary to reflect the removal of thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of 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 PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) PSBN Sites in Phase 2; (d) to reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes reflected in Amendment No. 8.

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of 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 PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

WHEREAS, the Agreement was previously amended by Amendment Number Ten, effective June 25, 2015, to (a) make changes necessary to remedy certain miscalculations reflected in Amendment No. 9 resulting in a reduction in the amount by

\$280,622; (b) make changes necessary to reflect the inclusion of Phase 1 (System Design) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments) attached to Amendment No. 10, and exercise the Unilateral Option for all Work Pertaining to Phase 1 (System Design) for the COWs in the amount of \$411,981; (c) make changes necessary to reflect construction restoration Work for thirty (30) PSBN Sites to return the sites to preconstruction conditions in the amount of \$2,321,257; (d) make changes necessary to reflect the inclusion of fiber optic equipment and related Work for the County of Los Angeles and the City of Los Angeles to allow for interconnectivity among the agencies and the PSBN in the amount of \$1,275,000; (e) to increase the Maximum Contract Sum by \$3,727,616 (\$4,008,238 - \$280,622) from \$158,930,274 to \$162,657,890; and (f) to make certain other changes as set forth in Amendment No. 10.

WHEREAS, the Agreement was previously amended by Amendment Number Eleven, effective July 16, 2015, to (a) make changes necessary to reflect the inclusion of one (1) PSBN Site and all Work and equipment associated with the addition of this site in the amount of \$336,081 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (b) make changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs in the amount of \$3,244,880 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (c) exercise the Unilateral Options for all Work Pertaining to Phase 1 (System Design) for one (1) PSBN Site (PASDNP) and Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the one (1) PSBN Site and the fifteen (15) COWs; and (d) to increase the Maximum Contract Sum by \$3,580,961 from \$162,657,890 to \$166,238,851. The parties acknowledged that the Maximum Contract Sum would be adjusted down accordingly in future amendments reducing the scope of the PSBN Project.

WHEREAS, the Agreement was previously amended by Amendment Number Twelve, effective August 13, 2015, to (a) account for the removal of forty-two (42) sites from the scope of the PSBN; (b) make changes necessary to reflect the removal of tower foundations from seven (7) PSBN Sites as part of construction restoration Work to return the sites to preconstruction conditions in the amount of \$37,607; (c) make changes necessary to include construction restoration Work for one (1) PSBN Site (LASDCVS) to return the site to preconstruction conditions in the amount of \$19,800; (d) make changes necessary to reflect the inclusion and purchase of 5,000 Universal Integrated Circuit Cards (UICC) in the amount of \$245,000; (e) make changes necessary to reflect the inclusion and purchase of e CISCO routers and five (5) corresponding units of data service in the amount of \$17,500; (f) make changes necessary to reflect site construction changes in the amount of \$150,740 (g) make changes necessary to remedy certain miscalculations in cost in the amount of \$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of \$12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by \$12,353,154 (\$12,989,223 – \$636,069 when taking the above cost increases into consideration) from \$166,238,851 to \$153,885,697; and (j) to make other certain changes as set forth in Amendment No. 12.

WHEREAS, the Agreement was previously amended by Amendment Number Thirteen, effective September 4, 2015, to (a) account for the removal of seventy-seven (77) PSBN Sites from the scope of the PSBN; (b) account for the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site with an increased amount of \$404,053; (c) reconcile microwave equipment to align with the final backhaul design with an increased amount of \$813,381; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed with an increased amount of \$10,727,207; (e) make changes necessary to reflect site construction changes with an increased amount of \$482,923; (f) make changes necessary to remedy certain miscalculations resulting in a cost reduction of \$25,854; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments resulting in a cost reduction of \$6,304,207; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites in the amount of \$30,511,394; (i) all actions decreasing the Maximum Contract Sum by \$24,413,891 (\$36,841,455 – \$12,427,564 when taking the above cost increases and reductions into consideration) from \$153,885,697 to \$129,471,804; and (j) to make other certain changes as set forth in Amendment No. 13.

WHEREAS, the Agreement was previously amended by Amendment Number Fourteen, effective October 9, 2015, to (a) reconcile spare equipment required for the continued operation and support of the PSBN for an increased amount of \$1,214,021; (b) reconcile equipment necessary for the fifteen (15) Cell-On-Wheels (COWs) for an increased amount of \$2,157,669; (c) make changes necessary to reflect site construction changes for an increased amount of \$80,220; (d) reconcile excess equipment for a decreased amount of \$24,229; and (e) all actions increasing the Maximum Contract Sum by \$3,427,681 (\$1,214,021 + \$2,157,669 + \$80,220 - \$24,229) from \$129,471,804 to \$132,899,485; and (e) to make other certain changes as set forth in the Amendment No. 14.

WHEREAS, the Agreement was previously amended by Amendment Number Fifteen, effective December 21, 2015, to settle the Contractor Claims, including the dispute over the project management fees and any and all other claims for additional compensation above the current Maximum Contract Sum that Contractor or its subcontractors may have against the Authority relating to any Work that has been performed or is required to be performed under the PSBN Agreement, increasing the Maximum Contract Sum by \$10,685,472 from \$132,899,485 to \$143,584,957.

WHEREAS, the Agreement was previously amended by Amendment Number Sixteen, effective March 15, 2016, to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN Sites increasing the Maximum Contract Sum by \$3,300 from \$143,584,957 to \$143,588,257.

WHEREAS, the Agreement was previously amended by Amendment Number Seventeen, effective May 4, 2016, to make the changes necessary to reflect the termination of Waterway Coverage Testing, Freeway Coverage Testing, Special

Operational Testing, and PSBN Burn-In Testing, which decreased the Maximum Contract Sum by \$931,936, from \$143,588,257 to \$142,656,321.

WHEREAS, the Agreement was previously amended by Amendment Number Eighteen, effective August 31, 2016, to make changes necessary to (a) extend the Warranty Period until December 31, 2016, at no additional cost; (b) reflect the reconciliation of excess equipment for a decreased amount of \$600,502; (c) reflect the reconciliation of spare equipment for a decreased amount of \$768,027, (d) make changes necessary to reconcile the cost of LASDCVS to reflect costs for that were inadvertently omitted for construction Work performed that was not included as part of restoration and has not been paid to date for an increased amount of \$62,969, (e) make changes necessary to correct certain administrative errors for an increased amount of \$25,964; (f) to make other certain changes as set forth in the Amendment No. 18; and (g) decrease the Maximum Contract Sum by \$1,279,596, $[(-\$600,502) + (-\$768,027) + \$62,969 + \$25,964]$, when taking the above cost increases and reductions into consideration from \$142,656,321 to \$141,376,725.

WHEREAS, the Agreement was previously amended by Amendment Number Nineteen, effective December 21, 2016, to make changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle (System on Wheels), which includes the requisite services, equipment, material, configuration, installation, provide backup power, antenna storage and mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768; (c) reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000; (d) reflect a reduction in Wide Area Coverage Testing as it is no longer necessary for a decrease in the amount of \$2,153,150; (e) reflect Optimization Work necessary to account for extended Optimization efforts for an increase in the amount of \$550,000; (f) to make other certain changes as set forth in this Amendment No. 19; and (g) decreasing the Maximum Contract Sum by \$1,567,382 $(\$235,768 - \$200,000 - \$2,153,150 + \$550,000)$, when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty, effective March 20, 2017, to make changes necessary to (a) reflect the relocation of certain equipment (towers, generator fuel tanks, tower hardware, etc.) from the Southern California Edison (SCE) Mesa Substation site to the County of Los Angeles Fire Departments Del Valle Training Facility as the original storage site is no longer available after April 15, 2017, for an increase in the amount of \$208,338; (b) make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-One, effective March 20, 2017, to make changes necessary to (a) extend the Warranty Period on a month-to-month basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and

acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Two, effective April 13, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) to allow the Contractor to create Access Point Names (APNs) for the Authority's member agencies at a cost of \$977 per member agency, with a minimum of four (4) agencies to be deployed at a time, for a cost increase in the amount of \$3,908; (b) increasing the Maximum Contract Sum by \$3,908 from \$140,017,681 to \$140,021,589; and (c) make other certain changes as set forth in Amendment No. 22.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Three, effective April 13, 2017, to (a) make changes necessary to extend the Warranty Period until May 31, 2017, at no additional cost; and (b) make other certain changes as set forth in Amendment No. 23.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Four, effective May 18, 2017, to make changes necessary to (a) extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$2,991,000 resulting in a cost decrease in the amount of \$2,964,683, when taking the currently contemplated first year Maintenance cost of \$5,955,683 into consideration; (b) exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance); (c) revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000; (d) decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 24.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Five, effective October 19, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications) to reflect a reduction in the scope of certain Work related to Network Management System and Inventory Management System and a corresponding reduction in the cost in the amount of \$316,767; (b) reflect a reduction in the scope of certain Work related to Documentation and a corresponding reduction in the cost in the amount of \$68,515; (c) reflect a reduction in the scope of certain Work related to Additive Alternate No. 2 (Redundant Evolved Packet Core [EPC]) and a corresponding reduction in the cost in the amount of \$1,061,704; (d) reflect the removal of the scope of all Work related to Additive Alternate No. 3 (Location Services) and a corresponding reduction in the cost in the amount of \$2,592,246; (e) reflect a reduction in the scope of certain Work related to Cell on Wheels (COWs) and a corresponding reduction in the cost in the amount of \$129,977; (f) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$14,046; (g) decrease the Maximum

Contract Sum by \$4,183,255 from \$137,331,906 to \$133,148,651 when taking the cost decreases into consideration; and (h) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Six, effective November 21, 2017, to make changes necessary to (a) reflect an increase and decrease in the scope of certain Work related to a certain Cell on Wheels (COWs) site (CHPNWHLL) resulting in a net increase in the cost in the amount of \$97,220; (b) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$33,674; (c) increase the Maximum Contract Sum by \$63,546 from \$133,148,651 to \$133,212,197 when taking the cost increases and decreases into consideration; and (d) make other certain changes in Amendment No. 26

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Seven, effective May 17, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement by extending the first Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) for an additional month, commencing on June 1, 2018 and expiring on June 30, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$195,306; (b) increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Eight, effective June 27, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on July 1, 2018 and expiring on July 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services (b) make other certain changes as set forth in Amendment No. 28.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Nine, effective July 26, 2018, to make changes necessary to (a) reflect a decrease in the scope of certain Work related to training for the Cell on Wheels (COWs) resulting in a net decrease in the cost in the amount of \$13,000; (b) reflect the removal of Phase 4 (PSBN Implementation) Work for a certain COW site (SCEMESA) and a corresponding reduction in the cost in the amount of \$8,345; (c) decrease the Maximum Contract Sum by \$21,345 from \$133,407,503 to \$133,386,158 when taking the cost decreases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty, effective July 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional sixty (60) days commencing on August 1, 2018, and expiring on September 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 30.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-One, effective September 25, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on October 1, 2018, and expiring on October 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 31.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Two, effective October 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on November 1, 2018, and expiring on November 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 32.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Three, effective November 29, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on December 1, 2018, and expiring on December 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 33.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Four, effective December 19, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on January 1, 2019, and expiring on January 31, 2019, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 34.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Five, effective January 24, 2019, to make changes necessary to (a) extend the Initial Term of the Agreement commencing as of February 1, 2019; (b) perform all Work necessary to incorporate nine (9) additional PSBN Sites to be co-located at certain Land Mobile Radio (LMR) System Sites (collectively hereinafter, "PSBN Round 2 Collocation Sites"), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) for a cost increase in the amount of \$6,724,617 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (c) supply all PSBN Components for seventeen (17) PSBN Round 2 Urban Sites (as defined herein) for a cost increase in the amount of \$2,411,489 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (d) reduce the Maximum Contract Sum for PSBN Work through Amendment No. 34 for a cost decrease of \$4,558,480 to account for certain equipment costs being shifted to PSBN Round 2; (e) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components) and certain Work in Phase 4 (PSBN Implementation) for the 9 PSBN Round 2 Collocation Sites; (f) increase collectively the Maximum Contract Sum

by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785 as set forth in Exhibit C.1 (PSBN Payment Summary); and (g) make other certain changes as set forth in Amendment No. 35.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Six, effective June 11, 2019, to make changes necessary to (a) reconcile certain PSBN Components for nine (9) PSBN Round 2 Collocation Sites for a cost increase in the amount of \$104,961 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (b) reconcile certain PSBN Components for seventeen (17) PSBN Round 2 Urban Sites for a cost increase in the amount of \$298,192 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (c) shift certain equipment costs to PSBN Round 1 in the amount of \$244,637; (d) increase the Maximum Contract Sum for PSBN Round 1 by \$244,637; (e) increase the Maximum Contract Sum for PSBN Round 2 by \$403,153; (f) collectively increase the aggregate maximum contract sum by \$647,790 from \$137,963,785 to \$138,611,575; and (e) make other certain changes as set forth in Amendment No. 36.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Seven effective July 11, 2019 to make changes necessary to (a) reconcile certain PSBN Components for PSBN Round 2 Sites including at an additional potential site for a cost increase in the amount of \$20,254 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) increase the Maximum Contract Sum for PSBN Round 2 by \$20,254; (c) collectively increase the aggregate maximum contract sum by \$20,254 from \$138,611,575 to \$138,631,829; and (d) make other certain changes as set forth in Amendment No. 37.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Eight effective February 13, 2020 to make changes necessary to (a) revise Exhibit A.1 (PSBN Round 2 Statement of Work and Technical Specifications) to include PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services for a not-to-exceed cost increase in the amount of \$90,000; (b) increase the Maximum Contract Sum for PSBN Round 2 by \$90,000; (c) collectively increase the aggregate maximum contract sum by \$90,000 from \$138,631,829 to \$138,721,829; and (d) make other certain changes as set forth in Amendment No. 38.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Nine effective March 19, 2020 to make changes necessary to (a) reconcile certain PSBN Components for eleven (11) PSBN Round 2 Urban Sites for a cost decrease in the amount of \$36,639 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) decrease the Maximum Contract Sum for PSBN Round 2 by \$36,639; (c) collectively decrease the aggregate maximum contract sum by \$36,639 from \$138,721,829 to \$138,685,190; and (d) make other certain changes as set forth in Amendment No. 39.

WHEREAS, the Agreement was previously amended by Amendment Number Forty effective March 24, 2020 to make changes necessary to (a) reconcile certain PSBN

Components contemplated in the Bill of Materials (BOMs) for twenty-two (22) PSBN Round 2 Sites for a cost decrease in the amount of \$1,499,862 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials), respectively; (b) increase the Maximum Contract Sum for PSBN Components through Amendment No. 40 for a cost increase in the amount of \$764,170 to account for the adjustment of certain equipment; (c) collectively decrease the aggregate Maximum Contract Sum by \$735,692 from \$138,685,190 to \$137,949,498 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in Amendment No. 40.

WHEREAS, the Agreement was previously amended by Amendment Number Forty-One effective March 25, 2020 to make changes necessary to (a) reconcile certain PSBN Components contemplated in the Bill of Materials (BOMs) for twenty (20) PSBN Round 2 Sites for a cost increase in the amount of \$79,610 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) increase the Maximum Contract Sum for PSBN Components through Amendment No. 41 for a cost increase in the amount of \$79,610 to account for the adjustment of certain equipment; (c) collectively increase the aggregate Maximum Contract Sum by \$79,610 from \$137,949,498 to \$138,029,108 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in Amendment No. 41.

WHEREAS, the Agreement was previously amended by Amendment Number Forty-Two effective April 22, 2020 to make changes necessary to (a) reconcile the Agreement, in particular Exhibit A.1 (PSBN Round 2 Statement of Work and Specifications) and C.20.1 (PSBN Round 2 Collocation Sites Bill of Materials) to reflect the removal of one (1) PSBN Round 2 Collocation Site (BUR2) from the scope of Phases 1, 2 and 4 for a cost decrease in the amount of \$290,143; (b) reconcile certain PSBN Components contemplated in the Bill of Materials (BOMs) for a cost increase in the amount of \$181,824 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (c) reflect a net decrease to the Maximum Contract Sum for PSBN Components through Amendment No. 42 in the amount of \$108,319; (d) collectively decrease the aggregate Maximum Contract Sum by \$108,319 from \$138,029,108 to \$137,920,789 as set forth in Exhibit C.1 (PSBN Payment Summary); and (e) make other certain changes as set forth in Amendment No. 42.

WHEREAS, the Agreement was previously amended by Amendment Number 43 effective May 7, 2020 to make changes necessary at sites Inglewood Police Department (IGPD), Claremont Police Department (CLMTPD1), SCE Gallatin Substation (SCEGAL), SCE Merced Substation (SCEMERC), Burnt Peak (BUR2), Loop Canyon (LPC2), Magic Mountain Link (MML2), Portal Ridge (PRG2), Whitaker Middle Peak (WMP2) and Whitaker Ridge (WTR2), to (a) reconcile certain PSBN Components contemplated in the relevant parts of Exhibit C.3 (Phase 2 – Site Construction and Site Modification), Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials), and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials), respectively, for a net cost decrease in the amount of \$2,797; (b) incorporate PSBN Round 2 Change Orders (CORs) for a cost increase in the

amount of \$411,914; (c) collectively increase the aggregate Maximum Contract Sum by \$409,117 from \$137,920,789 to \$138,329,906 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in Amendment No. 43.

WHEREAS, the Agreement was previously amended by Amendment Number 44 effective June 18, 2020 to make changes necessary to (a) incorporate PSBN Round 2 Change Orders (CORs) for a cost increase in the amount of \$131,655 (b) increase the Maximum Contract Sum by \$131,655 from \$138,329,906 to \$138,461,561 as set forth in Exhibit C.1 (PSBN Payment Summary); and (c) make other certain changes as set forth in Amendment No. 44.

WHEREAS, the Agreement was previously amended by Amendment Number 45 effective July 9, 2020 to make changes necessary to (a) incorporate PSBN Round 2 Change Orders (CORs) for a cost increase in the amount up to \$23,151; (b) make changes necessary to reconcile certain equipment costs for an increase in the amount of \$659; (c) increase the Maximum Contract Sum by \$23,809 from \$138,461,561 to \$138,485,370 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in Amendment No. 45.

WHEREAS, the Authority and Contractor desire to further amend the Agreement pursuant to this Amendment No. 46 to (a) make changes necessary to reconcile certain equipment resulting in a cost decrease in the amount of \$245,731; (b) reconcile certain PSBN Components contemplated in the relevant parts of Exhibit C.23 (As-Needed Environmental Monitoring and Compliance Reporting Services) and Exhibit C.24 (PSBN Round 2 Change Orders, respectively, for a net cost decrease in the amount of \$2,219; (c) decrease the Maximum Contract Sum by \$247,950 from \$138,485,370 to \$138,237,420 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in this Amendment No. 46.

WHEREAS, this Amendment No. 46 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. 46, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 46 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 46.
2. Amendments to Base Document.

- 2.1 Section 8.1.1 (Maximum Contract Sum) of the Base Document is deleted in its entirety and replaced with the following:

8.1.1 Maximum Contract Sum

8.1.1.1 PSBN Through Amendment No. 46

The "Maximum Contract Sum" under this Agreement for the PSBN through Amendment No. 46 is One Hundred Thirty-Eight Million, Two Hundred Thirty-Seven Thousand, Four Hundred Twenty Dollars (\$138,237,420) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

8.1.1.2 PSBN Round 2

The "Maximum Contract Sum" under this Agreement for PSBN Round 2 is Eight Million, Four Hundred Twenty Thousand, One Hundred Fourteen Dollars (\$8,420,114) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 2.2 Section 24.4.1.2 within Section 24.4 (Limitation of Liability) of the Base Document is deleted in its entirety and replaced with the following:

24.4.1.2 PSBN Round 2

With respect to PSBN Round 2 Work, 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 1.75 times the Maximum Contract Sum for PSBN Round 2, which is Sixteen Million, Four Hundred Sixty-Seven Thousand, Forty Dollars (\$16,467,040). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

3. Amendments to Agreement Exhibits.

- 3.1 Exhibit C.1 (PSBN Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN Payment Summary) to Exhibit C (Schedule of Payments), which is attached to this Amendment No. 46, and is incorporated herein by this reference.

- 3.2 The following Exhibits are deleted in their entirety and replaced with PSBN Round 2 Collocation Sites Bill of Materials and PSBN Round 2 Urban Sites Bill of Materials, to reflect a reconciliation of certain PSBN Components, which are attached to this Amendment No. 46, and are incorporated herein by this reference.
- Exhibit C.20.1 (PSBN Round 2 Collocation Sites Bill of Materials)
 - Exhibit C.20.2 (PSBN Round 2 Collocation Sites Bill of Materials)
 - Exhibit C.20.3 (PSBN Round 2 Collocation Sites Bill of Materials)
 - Exhibit C.20.4 (PSBN Round 2 Collocation Sites Bill of Materials)
 - Exhibit C.20.5 (PSBN Round 2 Collocation Sites Bill of Materials)
 - Exhibit C.20.6 (PSBN Round 2 Collocation Sites Bill of Materials)
 - Exhibit C.21.1 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.3 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.5 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.10 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.12 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.13 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.15 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.18 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.19 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.20 (PSBN Round 2 Urban Sites Bill of Materials)
- 3.3 Exhibit C.23 (PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services), is deleted in its entirety and replaced with Exhibit C.23 (PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services), to reflect a reconciliation of certain PSBN Components, which is attached to this Amendment No. 42, and is incorporated herein by this reference.
- 3.4 Exhibit C.24 (PSBN Round 2 Change Orders) is deleted in its entirety and replaced with Exhibit C.24 (PSBN Round 2 Change Orders), to reflect a reconciliation of certain PSBN Components, which is attached to this Amendment No. 46, and is incorporated herein by this reference.
4. This Amendment No. 46 shall become effective as of the date identified in the recitals, which is the date upon which:
- 4.1 An authorized agent of Contractor has executed this Amendment No. 46;
 - 4.2 Los Angeles County Counsel has approved this Amendment No. 46 as to form;

- 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 46; and
- 4.4 The Executive Director of the Authority has executed this Amendment No. 46.
5. Except as expressly provided in this Amendment No. 46, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Contractor and the person executing this Amendment No. 46 on behalf of Contractor represent and warrant that the person executing this Amendment No. 46 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 46, and that all requirements of Contractor to provide such actual authority have been fulfilled.
7. This Amendment No. 46 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 46 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:

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
PSBN WORK (THROUGH AMENDMENT NO. 45)				
Phase 1 - System Design ^(Note 4)	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification ^(Note 4)	\$ -	\$ 19,849,433	\$ 1,938,711	\$ 17,910,722
Phase 3 - Supply PSBN Components	\$ -	\$ 22,511,743	\$ 2,122,154	\$ 20,389,589
Phase 4 - PSBN Implementation	\$ -	\$ 7,181,025	\$ 708,966	\$ 6,472,059
Subtotal (Phases 1 to 4)	\$ -	\$ 64,002,789	\$ 5,976,818	\$ 58,025,971
Phase 5 - PSBN Maintenance (Year 1 Option Term)	\$ -	\$ 2,991,000	\$ -	\$ 2,991,000
Phase 5 - PSBN Maintenance Extension (June 30, 2018)	\$ -	\$ 195,306	\$ -	\$ 195,306
Phase 5 - PSBN Maintenance (Years 2 through 5)	\$ 26,414,061	\$ -	\$ 2,641,406	\$ 23,772,655
Subtotal (Phases 1 to 5)	\$ 26,414,061	\$ 67,189,095	\$ 8,618,224	\$ 84,984,932
Additive Alternate 1 - Home Subscriber Server (HSS) ^(Notes 1, 2, 3)	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core ^(Notes 1, 2, 3)	\$ -	\$ 2,519,662	\$ 251,967	\$ 2,267,695
Additive Alternate 3 - Location Services	\$ -	\$ -	\$ -	\$ -
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 6,166,090	\$ 3,480,550	\$ 964,665	\$ 8,681,975
Total ([Phases 1-5] + Additive Alternates)	\$ 32,580,151	\$ 70,669,645	\$ 9,582,889	\$ 93,666,907
CELL-ON-WHEELS (COW) WORK				
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 411,713	\$ 41,149	\$ 370,563
Phase 2 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 1,800,330	\$ 180,045	\$ 1,620,286
Phase 3 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 3,452,895	\$ 338,067	\$ 3,114,828
Phase 4 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 95,485	\$ 9,555	\$ 85,930
OTHER WORK				
Restoration Work	\$ -	\$ 2,378,664	\$ -	\$ 2,378,664
Fiber Optic Equipment and Related Work	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
Site Construction Changes	\$ -	\$ 666,163	\$ 66,616	\$ 599,535
Claims Settlement	\$ -	\$ 15,764,246	\$ -	\$ -
LA-RICS Deployable Vehicle Readiness Upgrade and Related Work	\$ -	\$ 235,768	\$ 23,577	\$ 212,191
LA-RICS PSBN - Equipment Relocation	\$ -	\$ 208,338	\$ -	\$ 208,338
LA-RICS Public Safety Enterprise Network (PSEN) Services	\$ -	\$ 278,908	\$ -	\$ -
Total for PSBN Round 1 Work	\$ 32,580,151	\$ 97,237,155	\$ 10,369,398	\$ 103,404,742

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
PSBN ROUND 2 WORK (Note 5)				
PSBN Round 2 Collocation Sites:				
Performance Bond	\$ -	\$ 28,233	\$ -	\$ 28,233
Project Schedule	\$ -	\$ 159,534	\$ 15,953	\$ 143,581
Phase 1 Work	\$ -	\$ 308,600	\$ 30,860	\$ 277,740
Phase 2 Work	\$ -	\$ 708,988	\$ 70,899	\$ 638,089
Phase 3 Equipment	\$ -	\$ 2,084,476		\$ 2,084,476
Phase 3 - Spare Equipment	\$ -	\$ 928,765	\$ -	\$ 928,765
Phase 4 Work	\$ -	\$ 374,591	\$ 37,459	\$ 337,132
Subtotal PSBN Round 2 Collocation Sites (Phases 1 - 4)	\$ -	\$ 4,593,187	\$ 155,171	\$ 4,438,016
PSBN Round 2 Urban Sites:				
Phase 3 Equipment		\$ 3,181,719	\$ -	\$ 3,181,719
Subtotal for PSBN Round 2 Urban Sites	\$ -	\$ 3,181,719	\$ -	\$ 3,181,719
PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services:				
As-Needed Environmental Monitoring and Compliance Reporting		\$ 89,175		\$ 89,175
Subtotal for PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services		\$ 89,175		\$ 89,175
PSBN Round 2 Change Orders:				
PSBN Round 2 Change Orders		\$ 556,033	\$ 55,603	\$ 500,429
Subtotal for PSBN Round 2 Change Orders		\$ 556,033	\$ 55,603	\$ 500,429
Total for PSBN Round 2 Work	\$ -	\$ 8,420,114	\$ 210,774	\$ 8,209,339
TOTAL CONTRACT SUM	\$105,657,269			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$138,237,420			

* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
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Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

Note 5: Pursuant to Amendment No. 35, the Agreement was amended to reflect the inclusion of PSBN Round 2 Work.

SCHEDULE OF PAYMENTS
EXHIBIT C.20.1 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)
PSBN ROUND 2 COLLOCATION SITES 1
BURNT PEAK 2 (BUR2)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deliverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount	Phase	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 1 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ -	\$ -	\$ -
A.4-A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ -	\$ -	\$ -	\$ -	\$ -	Phase 2	\$ -	\$ -	\$ -
A.4-A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ -	\$ -	\$ -	\$ -	\$ -	Phase 3	\$ 345,506	\$ -	\$ 345,506
A.4-A.6	Site Design Visit	\$ -	\$ -	\$ -	\$ -	\$ -	Phase 4	\$ -	\$ -	\$ -
A.4-A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ -	\$ -	\$ -	\$ -	\$ -	Total:	\$ 345,506	\$ -	\$ 345,506
A.4-A.6	Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -				
A.4-A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ -	\$ -	\$ -	\$ -	\$ -				
A.4-A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ -	\$ -	\$ -	\$ -	\$ -				
A.4-A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ -	\$ -	\$ -	\$ -	\$ -				
A.4-A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ -	\$ -	\$ -	\$ -	\$ -				
	Subtotal of Architectural and Engineering:	\$ -	\$ -	\$ -	\$ -	\$ -				
	Project Administration for Phase 1	\$ -	\$ -	\$ -	\$ -	\$ -				
Collocation Site 1 - Phase 1 Total:		\$ -	\$ -	\$ -	\$ -	\$ -				
PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericsson RBS 6101-LTE cabinet, (1) Ericsson RBS 6101-TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Install of customer supplied fiber mux/teleco box, PPC on H-Frame	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Megger three-point grounding test of the site	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Install (3) Ericsson RBS 6101-LTE cabinet, (1) Ericsson RBS 6101-TMR cabinet, (1) Vertiv Battery cabinet	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Power systems cabling	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ -	\$ -	\$ -	\$ -	\$ -				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ -	\$ -	\$ -	\$ -	\$ -				
	Subtotal of Site Construction & Civil Work:	\$ -	\$ -	\$ -	\$ -	\$ -				
C.2	Warehousing (12 Months)	\$ -	\$ -	\$ -	\$ -	\$ -				
	Project Administration for Phase 2	\$ -	\$ -	\$ -	\$ -	\$ -				
Collocation Site 1 - Phase 2 Total:		\$ -	\$ -	\$ -	\$ -	\$ -				

PHASE 4 - PSBN IMPLEMENTATION

	Installation-Work:					
D-1 – D-5	Install LNX 6515DS VTM antennas and 7/8" coax	\$	\$	\$	\$	\$
D-1 – D-5	Install GPS antennas on tower	\$	\$	\$	\$	\$
D-1 – D-5	Sweep testing	\$	\$	\$	\$	\$
D-1 – D-5	Spoils-Haul-Off	\$	\$	\$	\$	\$
	Subtotal of Installation Work:	\$	\$	\$	\$	\$
	Project Administration for Phase 4	\$	\$	\$	\$	\$
Collocation Site 1 – Phase 4 Total:		\$	\$	\$	\$	\$

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5B 14DUS41	3	1001239	D16K860578	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003029	D16K868694	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003052	D16L259650	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXX1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCDD90141/1R2B	1	1002150	TU8KK25964	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1001799	T89R214162	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1001049	T89R214139	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003028	T89R198425	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003049	T89R198495	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003050	T89R198509	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003051	T89R198511	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/4	0	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/4	0	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	0	NA	NA	\$ 40.52	\$ 44.57	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	TSR 951 345	1	NA	NA	\$ 301.13	\$ 331.24	\$ 331.24	\$ -	\$ 331.24
eNB	ERICSSON	Railing Mounting Set	N/A	1	NA	NA	\$ 4.38	\$ 4.82	\$ 4.82	\$ -	\$ 4.82
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	INF 901 6000	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1M	6	1000015	14US462191843	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000027	14US462191890	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000028	14US462191891	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000029	14US462191892	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000093	14US462199348	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000094	14US462199349	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
Lines and Antennas	PNS	-Antenna Sector frame	VFA14RRU or other mount as recommended by tower designer	0	NA	NA	\$ 1,815.00	\$ 2,186.17	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable- LDF7X Feeder Cables - (4 Feeders Per Sector Total of 408) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	0	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004228	SD16P222820	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXX1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC,,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC,,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC,,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA	\$ -	\$ 2,330.88	\$ 6,992.64	\$ -	\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	1	1013184	BU7A083543	\$ -	\$ 18,259.00	\$ 18,259.00	\$ -	\$ 18,259.00
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	0							
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013289	SGM32C29C	NA	\$ 53,626	\$ 53,626.00	\$ -	\$ 53,626.00
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-HRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-PLRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	PanLock Single phase	PL-PLM00	1	NA	NA	\$ 509.00	\$ 613.09	\$ 613.09	\$ -	\$ 613.09
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002924	1155697-150213-013	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 299.92	\$ 329.91	\$ 329.91	\$ -	\$ 329.91
Power Telco	Talley	Standard Hframe	FLY-HFRAME	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 1 - Phase 3 Subtotal:									\$ 345,505.61	\$ -	\$ 345,505.61

SCHEDULE OF PAYMENTS
EXHIBIT C.20.2 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)
PSBN ROUND 2 COLLOCATION SITES 2
(WMP2)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deliverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payable Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payable Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 2 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 141,798	\$ 14,180	\$ 127,618
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 358,182	\$ -	\$ 358,182
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 68,484	\$ 6,848	\$ 61,635
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 630,184	\$ 27,200	\$ 602,983
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 2 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				
PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C-2	Warehousing (12-Months)	\$ -	\$ -	\$ -	\$ -	\$ -				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 2 - Phase 2 Total:		\$ 86,050	\$ 98,958	\$ 141,798	\$ 14,180	\$ 127,618				

PHASE 4 - PSBN IMPLEMENTATION

Installation Work:						
D.1 - D.5	Install LNX-651SDS-VTM antennas and 7/8" coax	\$ 27,975	\$ 32,171	\$ 21,447	\$ 2,145	\$ 19,303
D.1 - D.5	Install GPS antennas on tower	\$ 1,250	\$ 1,438	\$ 1,438	\$ 144	\$ 1,294
D.1 - D.5	Sweep testing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175
D.1 - D.5	Spoils Haul Off	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
Subtotal of Installation Work:		\$ 37,425	\$ 43,039	\$ 32,315	\$ 3,231	\$ 29,083
Project Administration for Phase 4		\$ -	\$ -	\$ 36,169	\$ 3,617	\$ 32,552
Collocation Site 2 - Phase 4 Total:		\$ 37,425	\$ 43,039	\$ 68,484	\$ 6,848	\$ 61,635

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003075	SD16K860591	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003098	D16K870577	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003121	SD16K857924	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCDD90141/1R2 B	1	1003699	TU8KQ53032	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003095	T89R198488	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003096	T89R198491	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003097	T89R198500	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003118	T89R198447	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003119	T89R198460	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003120	T89R198496	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/4	0	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/4	0	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for- RRUS,02/11/12,5m,,	RPM2530292/5000,	0	NA	NA	\$ 40.52	\$ 44.57	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	TSR 951 345	1	NA	NA	\$ 301.13	\$ 331.24	\$ 331.24	\$ -	\$ 331.24
eNB	ERICSSON	Railing Mounting Set	N/A	1	NA	NA	\$ 4.38	\$ 4.82	\$ 4.82	\$ -	\$ 4.82
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	INF 901 6000	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002599	14US462281616	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002603	14US462281622	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002605	14US462281630	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002606	14US462281632	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002613	14US462281643	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002614	14US462281645	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
Lines and Antennas	PNS	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	2	NA	NA	\$ 1,815.00	\$ 2,186.17	\$ 4,372.34	\$ -	\$ 4,372.34
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	3	NA	NA	\$ 95.00	\$ 114.43	\$ 343.28		\$ 343.28
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004145	SD16P247758	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED004 4	3	NA	NA	\$ -	\$ 2,330.88	\$ 6,992.64	\$ -	\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	1	1013190	BU7A083545	\$ -	\$ 18,259.00	\$ 18,259.00	\$ -	\$ 18,259.00
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	0							
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013302	SGM32CDRN	NA	\$ 53,626	\$ 53,626.00	\$ -	\$ 53,626.00
Power-Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-1HRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power-Telco	Pantrol	Camlock Accessory - Model QJ9898	PL-1HRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	PanLock Single phase	PL-PLM00	1	NA	NA	\$ 509.00	\$ 613.09	\$ 613.09	\$ -	\$ 613.09
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002927	1155697-150213-016	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 299.92	\$ 329.91	\$ 329.91	\$ -	\$ 329.91
Power-Telco	Talley	Standard Hframe	TLY-HFRAME	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 2 - Phase 3 Subtotal:									\$ 358,182.27	\$ -	\$ 358,182.27

SCHEDULE OF PAYMENTS
EXHIBIT C.20.3 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)
PSBN ROUND 2 COLLOCATION SITES 3
(LPC2)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deliverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount	Phase	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 3 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 141,798	\$ 14,180	\$ 127,618
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 358,182	\$ -	\$ 358,182
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 68,484	\$ 6,848	\$ 61,635
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 630,184	\$ 27,200	\$ 602,983
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 3 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
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B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (+12 Months)	\$ -	\$ -	\$ -	\$ -	\$ -				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 3 - Phase 2 Total:		\$ 86,050	\$ 98,958	\$ 141,798	\$ 14,180	\$ 127,618				

PHASE 4 - PSBN IMPLEMENTATION						
	Installation Work:					
D.1 - D.5	Install LNX-6515DS-VTM antennas and 7/8" coax	\$ 27,975	\$ 32,171	\$ 21,447	\$ 2,145	\$ 19,303
D.1 - D.5	Install GPS antennas on tower	\$ 1,250	\$ 1,438	\$ 1,438	\$ 144	\$ 1,294
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	Subtotal of Installation Work:	\$ 37,425	\$ 43,039	\$ 32,315	\$ 3,231	\$ 29,083
	Project Administration for Phase 4	\$ -	\$ -	\$ 36,169	\$ 3,617	\$ 32,552
	Collocation Site 3 - Phase 4 Total:	\$ 37,425	\$ 43,039	\$ 68,484	\$ 6,848	\$ 61,635

PHASE 3 - SUPPLY PSBN COMPONENTS											
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eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DU541	3	1003144	SD16K862543	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003167	SD16K862657	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003190	SD16K856631	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXX1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2 B	1	1003702	TU8KQ93045	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003164	T89R198453	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003165	T89R198503	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003166	T89R198493	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003187	T89R198454	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003188	T89R198457	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003189	T89R198473	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMScope	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/4	0	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ -	\$ -	\$ -
eNB	ERICSSON	Eriesson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/4	0	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ -	\$ -	\$ -
eNB	ERICSSON	Eriesson,RPM2530292/5000,,,CPRI cascade cable for- RRUS,02/11/12,5m,,	RPM2530292/5000,	0	NA	NA	\$ 40.52	\$ 44.57	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	TSR 951 345	1	NA	NA	\$ 301.13	\$ 331.24	\$ 331.24	\$ -	\$ 331.24
eNB	ERICSSON	Railing Mounting Set	N/A	1	NA	NA	\$ 4.38	\$ 4.82	\$ 4.82	\$ -	\$ 4.82
eNB	ERICSSON	Eriesson,UCXMU03,,,Baseband R503,(XMU03)	INF 901 6000	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	RRUS,02/11/12,5m,,	RPM2530292	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002701	14US462318432	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002707	14US462318442	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002708	14US462318443	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002709	14US462318444	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002710	14US462318445	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002712	14US462318447	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
Lines and Antennas	PNS	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	2	NA	NA	\$ 1,815.00	\$ 2,186.17	\$ 4,372.34	\$ -	\$ 4,372.34
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	3	NA	NA	\$ 95.00	\$ 114.43	\$ 343.28		\$ 343.28
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004234	SD16P211332	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXX1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V.	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;SPDT (E-TRIP,ONLY).	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;SPDT (E-TRIP,ONLY).	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;SPDT (E-TRIP,ONLY).	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU.	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED004 4	3	NA	NA	\$ -	\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	1	BU7A083528	1013191	\$ -	\$ 18,259.00	\$ 18,259.00		\$ 18,259.00
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	0							
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013299	SGM32CDRR	NA	\$ 53,626	\$ 53,626.00	\$ -	\$ 53,626.00
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-1HRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory Model 0J9898	PL-1HRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	PanLock Single phase	PL-PLM00	1	NA	NA	\$ 509.00	\$ 613.09	\$ 613.09	\$ -	\$ 613.09
Power Telco	MSI / LA-RICS Un- Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002930	1155697-150213-019	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 299.92	\$ 329.91	\$ 329.91	\$ -	\$ 329.91
Power Telco	Talley	Standard Hframe	TLY-HFRAME	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 3 - Phase 3 Subtotal:									\$ 358,182.27	\$ -	\$ 358,182.27

SCHEDULE OF PAYMENTS
EXHIBIT C.20.4 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)
PSBN ROUND 2 COLLOCATION SITES 4
(MML2)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deliverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 4 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 141,798	\$ 14,180	\$ 127,618
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,116	\$ -	\$ 340,116
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 622,841	\$ 28,273	\$ 594,568
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 4 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				
PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C-2	Warehousing (12-Months)	\$ -	\$ -	\$ -	\$ -	\$ -				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 4 - Phase 2 Total:		\$ 86,050	\$ 98,958	\$ 141,798	\$ 14,180	\$ 127,618				

PHASE 4 - PSBN IMPLEMENTATION

Installation Work:						
D.1 - D.5	Install LNX-6515DS-VTM antennas and 7/8" coax	\$ 27,975	\$ 32,171	\$ 32,171	\$ 3,217	\$ 28,954
D.1 - D.5	Install GPS antennas on tower	\$ 1,250	\$ 1,438	\$ 1,438	\$ 144	\$ 1,294
D.1 - D.5	Sweep testing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175
D.1 - D.5	Spoils Haul Off	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
Subtotal of Installation Work:		\$ 37,425	\$ 43,039	\$ 43,039	\$ 4,304	\$ 38,735
Project Administration for Phase 4		\$ -	\$ -	\$ 36,169	\$ 3,617	\$ 32,552
Collocation Site 4 - Phase 4 Total:		\$ 37,425	\$ 43,039	\$ 79,208	\$ 7,921	\$ 71,287

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003213	SD16K860563	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003236	SD16K862528	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003259	SD16K857918	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCDD90141/1R2 B	1	1003705	TU8KQ93114	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003233	T89R198437	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003234	T89R198451	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003235	T89R198458	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003256	T89R198439	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003257	T89R198440	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003258	T89R198455	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/4	0	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/4	0	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for-RRUS,02/11/12,5m,,	RPM2530292/5000,	0	NA	NA	\$ 40.52	\$ 44.57	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	TSR 951 345	1	NA	NA	\$ 301.13	\$ 331.24	\$ 331.24	\$ -	\$ 331.24
eNB	ERICSSON	Railing Mounting Set	N/A	1	NA	NA	\$ 4.38	\$ 4.82	\$ 4.82	\$ -	\$ 4.82
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	INF 901 6000	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002774	14US462318547	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002775	14US462318549	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002776	14US462318550	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002777	14US462318551	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002778	14US462318553	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002791	14US462318574	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
Lines and Antennas	PNS	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	2	NA	NA	\$ 1,815.00	\$ 2,186.17	\$ 4,372.34	\$ -	\$ 4,372.34
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	3	NA	NA	\$ 95.00	\$ 114.43	\$ 343.28		\$ 343.28
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004249	SD16P222008	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT-POWER CABINET,-48V,-	F1011032	0	NA	NA	-\$ 5,288.00	-\$ 6,369.40	-\$ -	-\$ -	-\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;SPDT (E-TRIP,ONLY),	102274	1	NA	NA	\$ 11.11	\$ 12.23	\$ 12.23	\$ -	\$ 12.23
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;SPDT (E-TRIP,ONLY);	102278	0	NA	NA	-\$ 11.11	-\$ 12.23	-\$ -	-\$ -	-\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;SPDT (E-TRIP,ONLY),	102282	1	NA	NA	\$ 11.11	\$ 12.23	\$ 12.23	\$ -	\$ 12.23
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	1	NA	NA	\$ 152.64	\$ 167.91	\$ 167.91	\$ -	\$ 167.91
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED004 4	3	NA	NA		\$ 2,330.88	\$ 6,992.64	\$ -	\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	0							
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,445.00	\$ 3,789.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013281	SGM32CDSZ	NA	\$ 53,626	\$ 53,626.00	\$ -	\$ 53,626.00
Power-Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-HRMG2	0	NA	NA	-\$ -	-\$ -	-\$ -	-\$ -	-\$ -
Power-Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-PIRMG2	0	NA	NA	-\$ -	-\$ -	-\$ -	-\$ -	-\$ -
Power Telco	Pantrol	PanLock Single phase	PL-PLM00	1	NA	NA	\$ 509.00	\$ 613.09	\$ 613.09	\$ -	\$ 613.09
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002933	1155697-150213-022	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 299.92	\$ 329.91	\$ 329.91	\$ -	\$ 329.91
Power-Telco	Talley	Standard Hframe	TLY-HFRAME	0	NA	NA	-\$ -	-\$ -	-\$ -	-\$ -	-\$ -
Collocation Site 4 - Phase 3 Subtotal:									\$ 340,115.63	\$ -	\$ 340,115.63

SCHEDULE OF PAYMENTS
EXHIBIT C.20.5 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)
PSBN ROUND 2 COLLOCATION SITES 5
(WTR2)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deliverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount	Phase	Contract Sum Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 5 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 141,798	\$ 14,180	\$ 127,618
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 342,338	\$ -	\$ 342,338
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 625,064	\$ 28,273	\$ 596,791
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 5 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				
PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C-2	Warehousing (12 Months)	\$ -	\$ -	\$ -	\$ -	\$ -				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 5 - Phase 2 Total:		\$ 86,050	\$ 98,958	\$ 141,798	\$ 14,180	\$ 127,618				

PHASE 4 - PSBN IMPLEMENTATION						
	Installation Work:					
D.1 - D.5	Install LNX-6515DS-VTM antennas and 7/8" coax	\$ 27,975	\$ 32,171	\$ 32,171	\$ 3,217	\$ 28,954
D.1 - D.5	Install GPS antennas on tower	\$ 1,250	\$ 1,438	\$ 1,438	\$ 144	\$ 1,294
D.1 - D.5	Sweep testing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175
D.1 - D.5	Spoils Haul Off	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
	Subtotal of Installation Work:	\$ 37,425	\$ 43,039	\$ 43,039	\$ 4,304	\$ 38,735
	Project Administration for Phase 4	\$ -	\$ -	\$ 36,169	\$ 3,617	\$ 32,552
Collocation Site 5 - Phase 4 Total:		\$ 37,425	\$ 43,039	\$ 79,208	\$ 7,921	\$ 71,287

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003282	SD16K862556	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003305	SD16K862043	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003328	SD16K857933	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXX1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCDD90141/1R2 B	1	1003708	TU8KQ63517	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003302	T89R198461	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003303	T89R198481	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003304	T89R198482	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003325	T89R198449	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003326	T89R198469	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003327	T89R198471	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active-Antenna	4PKRE1012082/4	0	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ -	\$ -	\$ -
eNB	ERICSSON	Eriesson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/4	0	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ -	\$ -	\$ -
eNB	ERICSSON	Eriesson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	0	NA	NA	\$ 40.52	\$ 44.57	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	TSR 951 345	1	NA	NA	\$ 301.13	\$ 331.24	\$ 331.24	\$ -	\$ 331.24
eNB	ERICSSON	Railing Mounting Set	N/A	1	NA	NA	\$ 4.38	\$ 4.82	\$ 4.82	\$ -	\$ 4.82
eNB	ERICSSON	Eriesson,UCXMU03,,,Baseband R503,(XMU03)	INF 901 6000	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Eriesson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1000095	14US462199350	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000096	14US462199351	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000098	14US462199353	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000101	14US462199356	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000187	14US462223023	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000189	14US462223025	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
Lines and Antennas	PNS	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	3	NA	NA	\$ 1,815.00	\$ 2,186.17	\$ 6,558.50	\$ -	\$ 6,558.50
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	5	NA	NA	\$ 95.00	\$ 114.43	\$ 572.14		\$ 572.14
Lines and Antennas	SABER	ADD: Supply of antenna mounts	NA	0	NA	NA	\$ 1,815.00	\$ 2,087.25	\$	\$	\$
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004187	SD16P222004	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$	\$	\$
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC,,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC,,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC,,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED004 4	3	NA	NA		\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	0							
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013285	SGM32CDT2	NA	\$ 53,626	\$ 53,626.00	\$ -	\$ 53,626.00
Power-Telco	Pantrco / Generac	Camlock Type 3r Enclosure	PL-HRMG2	0	NA	NA	\$	\$	\$	\$	\$
Power-Telco	Pantrco	Camlock Accessory - Model 0J9898	PL-PLRMG2	0	NA	NA	\$	\$	\$	\$	\$
Power Telco	Pantrco	PanLock Single phase	PL-PLM00	1	NA	NA	\$ 509.00	\$ 613.09	\$ 613.09	\$ -	\$ 613.09
Power Telco	MSI / LA-RICS Un- Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002936	1155697-150213- 025	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 299.92	\$ 329.91	\$ 329.91	\$ -	\$ 329.91
Power-Telco	Talley	Standard Hframe	FLY-HFRAME	0	NA	NA	\$	\$	\$	\$	\$
Collocation Site 5 - Phase 3 Subtotal:									\$ 342,338.29	\$ -	\$ 342,338.29

SCHEDULE OF PAYMENTS
EXHIBIT C.20.6 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)
PSBN ROUND 2 COLLOCATION SITES 6
(PRG2)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deliverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 6 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 141,798	\$ 14,180	\$ 127,618
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,152	\$ -	\$ 340,152
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 622,877	\$ 28,273	\$ 594,605
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 6 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				
PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericsson RBS 6101 LTE cabinet, (1) Ericsson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C-2	Warehousing (12-Months)	\$ -	\$ -	\$ -	\$ -	\$ -				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 6 - Phase 2 Total:		\$ 86,050	\$ 98,958	\$ 141,798	\$ 14,180	\$ 127,618				

PHASE 4 - PSBN IMPLEMENTATION

Installation Work:						
D.1 - D.5	Install LNX-6515DS-VTM antennas and 7/8" coax	\$ 27,975	\$ 32,171	\$ 32,171	\$ 3,217	\$ 28,954
D.1 - D.5	Install GPS antennas on tower	\$ 1,250	\$ 1,438	\$ 1,438	\$ 144	\$ 1,294
D.1 - D.5	Sweep testing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175
D.1 - D.5	Spoils Haul Off	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
Subtotal of Installation Work:		\$ 37,425	\$ 43,039	\$ 43,039	\$ 4,304	\$ 38,735
Project Administration for Phase 4		\$ -	\$ -	\$ 36,169	\$ 3,617	\$ 32,552
Collocation Site 6 - Phase 4 Total:		\$ 37,425	\$ 43,039	\$ 79,208	\$ 7,921	\$ 71,287

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003374	SD16K858073	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003397	SD16K868643	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003420	SD16M591064	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNC90141/1R2 B	1	1003711	TU8KQ53033	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1001651	T89R214057	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003395	T89R198464	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1001946	T89R195754	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003417	T89R198415	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1013662	T89R218215	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1013663	T89R223554	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	4PKRE1012082/4	0	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/4	0	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ -	\$ -	\$ -
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for- RRUS,02/11/12,5m,,	RPM2530292/5000,	0	NA	NA	\$ 40.52	\$ 44.57	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	TSR 951 345	1	NA	NA	\$ 301.13	\$ 331.24	\$ 331.24	\$ -	\$ 331.24
eNB	ERICSSON	Railing Mounting Set	N/A	1	NA	NA	\$ 4.38	\$ 4.82	\$ 4.82	\$ -	\$ 4.82
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	INF 901 6000	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1000205	14US462251122	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000211	14US462251173	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000212	14US462251174	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000215	14US462251178	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002597	14US462281613	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002598	14US462281614	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
Lines and Antennas	PNS	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	2	NA	NA	\$ 1,815.00	\$ 2,186.17	\$ 4,372.34	\$ -	\$ 4,372.34
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	5	NA	NA	\$ 95.00	\$ 114.43	\$ 572.14		\$ 572.14
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004260	SD16P211320	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT-POWER CABINET,-48V,-	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED004 4	3	NA	NA		\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	0							
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013287	SGM32CDT4	NA	\$ 53,626	\$ 53,626.00	\$ -	\$ 53,626.00
Power-Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-HRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power-Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-PHRMG2	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	PanLock Single phase	PL-PLM00	1	NA	NA	\$ 509.00	\$ 613.09	\$ 613.09	\$ -	\$ 613.09
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002939	1155697-150213-028	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 299.92	\$ 329.91	\$ 329.91	\$ -	\$ 329.91
Power-Telco	Talley	Standard Hframe	TLY-HFRAME	0	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 6 - Phase 3 Subtotal:									\$ 340,152.13	\$ -	\$ 340,152.13

SCHEDULE OF PAYMENTS
EXHIBIT C.21.1 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 1 (MONOPOLE)
(AZUCYN)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,741.12	\$ 3,301.68	\$ 19,810.07
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77

SCHEDULE OF PAYMENTS
EXHIBIT C.21.1 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 1 (MONOPOLE)
(AZUCYN)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1013295	SGM32C28P	1	\$ 41,832.00	\$ 41,832.00	\$ 41,832.00
Kohler	ATS							
	Reserved							
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Manual Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002925	1155697-150213-014	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
Tower Equipment								
Valmont	(3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS	(3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	0	\$ 4,397.00	\$ 5,296.19	\$ -
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	0	\$ 3,144.00	\$ 3,786.95	\$ -
	Reserved				0		\$ -	\$ -
Larson	50' STEALH MONOPOLE (MONOPINE)/ BRANCHES/ POLE FINISH/ ANTENNA MOUNT/ ANCHOR BOLTS/ ENTRANCE PORTS & HAND HOLES	TBD	N/A	N/A	1	\$ 39,379.49	\$ 47,432.60	\$ 47,432.60
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ 443.00	\$ 533.59	\$ -
Valmont	(3) 6' BOGNER MOUNTS HEAVY DUTY	(2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K	TBD	TBD	0	\$ 7,942.00	\$ 9,566.14	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ 361.00	\$ 434.82	\$ -
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	0	\$ 1,555.00	\$ 1,873.00	\$ -
Valmont	PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	0	\$ 33.00	\$ 39.75	\$ -
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	0	\$ 160.00	\$ 192.72	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.1 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 1 (MONOPOLE)
(AZUCYN)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Valmont	SIX SIDED MOUNT FOR RRUS WITH 2 3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	0	\$ 722.00	\$ 869.65	\$
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	0	\$ 400.00	\$ 460.00	\$ -
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	0	\$ 600.00	\$ 690.00	\$ -
Larson	DESIGN & ENGINEERING. INCLUDES ONE (1) SET OF STAMPED TIA 222-G STANDARD DESIGN DRAWINGS AND CALCULATIONS	NA	N/A	N/A	1	\$ 1,885.00	\$ 2,167.75	\$ 2,167.75
Larson	FREIGHT. INCLUDES MATERIAL TO BE SHIPPED FROM LARSON TO JOB SITE AND PRE-SHIPMENT OF ANCHOR BOLTS & TEMPLATES.	NA	N/A	N/A	1	\$ 4,850.00	\$ 4,850.00	\$ 4,850.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	0	\$ 4,200.00	\$ 4,200.00	\$ -
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	0	\$ 350.00	\$ 350.00	\$ -
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 1 - Phase 3 Total:								\$ 220,752.46

SCHEDULE OF PAYMENTS
EXHIBIT C.21.3 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 3 (COLLOCATION)
(THOMSEN)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,741.12	\$ 3,301.68	\$ 19,810.07
Site Pro	Antenna Sector frame	VFA14RRU or other mou	NA	NA	3	\$ 1,775.00	\$ 2,137.99	\$ 6,413.96
Valmont	CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS	TBD	N/A	N/A	0	\$ 3,491.00	\$ 4,204.91	\$
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	0	\$ 1,555.00	\$ 1,873.00	\$
Valmont	PUCK-ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	0	\$ 33.00	\$ 39.75	\$
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	0	\$ 160.00	\$ 192.72	\$

SCHEDULE OF PAYMENTS
EXHIBIT C.21.3 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 3 (COLLOCATION)
(THOMSEN)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Valmont	SIX-SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	0	\$ 722.00	\$ 869.65	\$
Raycap Inc.	Outdoor-rated Enclosure with, Strikesorb Protection for 12, Remote Radios; Mounting at, the base station or, rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
DC Power Plant and Battery Back Up (BBU) equipment								
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS, -48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB, HYD MAG, 1P, 5A, 80VDC, SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB, HYD MAG, 1P, 25A, 80VDC, SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB, HYD MAG, 1P, 50A, 80VDC, SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007629	SGM32D3WM	1	\$ -	\$ -	\$ -
Kohler	ATS							
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002928	1155697-150213-017	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard H-frame	NA	NA	NA	+	N/A	N/A	N/A
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 3 - Phase 3 Total:								\$ 130,884.07

SCHEDULE OF PAYMENTS
EXHIBIT C.21.5 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 5 (MONOPOLE)
(SCEGAL)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8' 65-degree 8-Port Multi-band antenna—700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	0	\$ 2,741.12	\$ 3,301.68	\$
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77

SCHEDULE OF PAYMENTS
EXHIBIT C.21.5 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 5 (MONOPOLE)
(SCEGAL)

PHASE 3 - SUPPLY PSBN COMPONENTS

Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007642	SGM32D43V	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	0	\$ 9,422.83	\$ 11,349.80	\$ -
Pyramid	Fuel Tank Install	TBD	N/A	N/A	0	\$ 5,750.00	\$ 6,612.50	\$ -
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002931	1155697-150213-020	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard Hframe	NA	NA	NA	4	N/A	N/A	N/A
Tower Equipment								
Valmont	(3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS	(3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	0	\$ 4,397.00	\$ 5,296.19	\$ -
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	0	\$ 3,144.00	\$ 3,786.95	\$ -
Valmont	CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS	TBD	N/A	N/A	1	\$ 2,561.00	\$ 3,084.72	\$ 3,084.72
Valmont	70' MONOPOLE - 69' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 21,518.00	\$ 25,918.43	\$ 25,918.43
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ 443.00	\$ 533.59	\$ -
Valmont	(3) 6' BOGNER MOUNTS HEAVY DUTY	(2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K	TBD	TBD	0	\$ 7,942.00	\$ 9,566.14	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ 361.00	\$ 434.82	\$ -
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	1	\$ 1,555.00	\$ 1,873.00	\$ 1,873.00
Valmont	PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	6	\$ 33.00	\$ 39.75	\$ 238.49

SCHEDULE OF PAYMENTS
EXHIBIT C.21.5 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 5 (MONOPOLE)
(SCEGAL)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	3	\$ 160.00	\$ 192.72	\$ 578.16
Valmont	SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	1	\$ 722.00	\$ 869.65	\$ 869.65
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
	Reserved				0		\$ -	\$ -
	Reserved				0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,232.00	\$ 4,232.00	\$ 4,232.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 5 - Phase 3 Total:								\$ 142,904.49

SCHEDULE OF PAYMENTS
EXHIBIT C.21.10 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 10 (MONOPOLE)
(MNTBLPD) (SCHCYN)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8'-65-degree 8-Port Multi-band antenna - 700/850/PCS-WCS-w/ Band 14	QS8658-3e	NA	NA	0	\$ 2,741.12	\$ 3,301.68	\$
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77

SCHEDULE OF PAYMENTS
EXHIBIT C.21.10 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 10 (MONOPOLE)
(MNTBLPD) (SCHCYN)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1003968	SGM32C279	1	\$ 41,832.00	\$ 41,832.00	\$ 41,832.00
	Reserved							
	Reserved							
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002938	1155697-150213-027	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
Tower Equipment								
Valmont	(3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS	(3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	0	\$ 4,397.00	\$ 5,296.19	\$ -
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV12-496 and PRK-1245	N/A	N/A	0	\$ 3,144.00	\$ 3,786.95	\$ -
Valmont	CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS	TBD	N/A	N/A	1	\$ 3,491.00	\$ 4,204.91	\$ 4,204.91
Valmont	70' MONOPOLE - 69' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 23,483.00	\$ 28,285.27	\$ 28,285.27
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ 460.00	\$ 554.07	\$ -
Valmont	(3) 6' PIVOT STANDOFF ARMS	TBD	TBD	TBD	0	\$ 2,274.00	\$ 2,739.03	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ 361.00	\$ 434.82	\$ -
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	1	\$ 1,555.00	\$ 1,873.00	\$ 1,873.00
Valmont	PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	6	\$ 33.00	\$ 39.75	\$ 238.49
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	3	\$ 160.00	\$ 192.72	\$ 578.16

PHASE 3 - SUPPLY PSBN COMPONENTS

Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Valmont	SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	1	\$ 722.00	\$ 869.65	\$ 869.65
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	0	\$ 400.00	\$ 460.00	\$ -
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	0	\$ 600.00	\$ 690.00	\$ -
Valmont	ENGINEERING DRAWINGS PER DESIGN	N/A	N/A	N/A	1	\$ 1,095.65	\$ 1,260.00	\$ 1,260.00
	Reserved				0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,246.00	\$ 4,246.00	\$ 4,246.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 350.00	\$ 350.00	\$ 350.00
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 10 - Phase 3 Total:								\$ 188,397.51

SCHEDULE OF PAYMENTS
EXHIBIT C.21.12 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 12 (COLLOCATION ROOF-TOP)
(LACFDEL) (CCB2)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/I,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8'-65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	0	\$ 2,741.12	\$ 3,301.68	\$ -
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for I2,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.12 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 12 (COLLOCATION ROOF TOP)
(LACFDEL) (CCB2)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
Power Telco								
MSI / LA-RICS				1155697-150213-				
Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002942	031	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
	Reserved							
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 12 - Phase 3 Total:								\$ 104,046.95

SCHEDULE OF PAYMENTS
EXHIBIT C.21.13 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 13 (COLLOCATION Monopole)
(CRN2) (POM2)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS-w/ Band 14	QS8658-3e	NA	NA	0	\$ 2,741.12	\$ 3,301.68	\$
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77

SCHEDULE OF PAYMENTS
EXHIBIT C.21.13 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 13 (COLLOCATION Monopole)
(CRN2) (POM2)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
Power and Telco								
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002950	1155697-150213-039	1	N/A	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Falley	Standard Hframe	NA	NA	NA	4	N/A	N/A	N/A
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
	Reserved							
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 13 - Phase 3 Total:								\$ 104,046.95

SCHEDULE OF PAYMENTS
EXHIBIT C.21.15 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 15 (COLLOCATION)
(POLB1)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8' 65-degree 8-Port Multi-band antenna—700/850/PCS-WCS w/-Band 14	QS8658-3e	NA	NA	0	\$ 2,741.12	\$ 3,301.68	\$
Site Pro	Antenna Sector frame	VFA14RRU or other mount	NA	NA	3	\$ 1,003.20	\$ 1,208.35	\$ 3,625.06
Valmont	CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS	TBD	N/A	N/A	0	\$ 3,491.00	\$ 4,204.91	\$
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	0	\$ 1,555.00	\$ 1,873.00	\$
Valmont	PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	0	\$ 33.00	\$ 39.75	\$
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	0	\$ 160.00	\$ 192.72	\$
Valmont	SIX-SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	0	\$ 722.00	\$ 869.65	\$

SCHEDULE OF PAYMENTS
EXHIBIT C.21.15 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 15 (COLLOCATION)
(POLB1)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
DC Power Plant and Battery Back Up (BBU) equipment								
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power and Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007647	SGM32D449	1	\$ -	\$ -	\$ -
Kohler	ATS							
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002945	1155697-150213-034	1	N/A	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard Hframe	NA	NA	NA	4	\$ -	\$ -	\$ -
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 15 - Phase 3 Total:								\$ 108,285.10

SCHEDULE OF PAYMENTS
EXHIBIT C.21.18 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 18 (MONOPOLE)
(CLRMTPD)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,741.12	\$ 3,301.68	\$ 19,810.07
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77

SCHEDULE OF PAYMENTS
EXHIBIT C.21.18 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 18 (MONOPOLE)
(CLRMTPD)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007639	SGM32D43R	0	\$ 41,832.00	\$ 41,832.00	\$ -
TBD	Generator Tank	NA	NA	NA	0	\$ 9,422.83	\$ 11,349.80	\$ -
Pyramid	Fuel Tank Install	TBD	N/A	N/A	0	\$ 5,750.00	\$ 6,612.50	\$ -
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002943	1155697-150213-032	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Falley	Standard H-frame	NA	NA	NA	1	N/A	N/A	N/A
Tower Equipment								
Valmont	(3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS	(3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	0	\$ 4,397.00	\$ 5,296.19	\$ -
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	0	\$ 3,144.00	\$ 3,786.95	\$ -
Larson	ENGINEERING DESIGN TO INCREASE BRANCH DENSITY FROM 2.75 TO 3 BRANCHES PER FOOT	NA	NA	NA	1	\$ 900.00	\$ 1,035.00	\$ 1,035.00
Larson	50' STEALH MONOPOLE (REDWOOD)/ BRANCHES/ ANTENNA SOCKS/ ANTENNA MOUNT/CLADDING/ ANCHOR BOLTS/ ENTRANCE PORTS & HAND HOLES	TBD	N/A	N/A	1	\$ 53,269.56	\$ 58,596.52	\$ 58,596.52
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ 443.00	\$ 533.59	\$ -
Valmont	(3) 6' BOGNER MOUNTS HEAVY DUTY	(2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K	TBD	TBD	0	\$ 7,942.00	\$ 9,566.14	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ 361.00	\$ 434.82	\$ -
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	0	\$ 1,555.00	\$ 1,873.00	\$ -
Valmont	PUCK-ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	0	\$ 33.00	\$ 39.75	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.18 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 18 (MONOPOLE)
(CLRMTPD)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	0	\$ 160.00	\$ 192.72	\$
Valmont	SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	0	\$ 722.00	\$ 869.65	\$
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	0	\$ 400.00	\$ 460.00	\$ -
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	0	\$ 600.00	\$ 690.00	\$ -
Larson	DESIGN & ENGINEERING. INCLUDES ONE (1) SET OF STAMPED TIA 222-G STANDARD DESIGN DRAWINGS AND CALCULATIONS	NA	N/A	N/A	1	\$ 1,885.00	\$ 2,167.75	\$ 2,167.75
Larson	FREIGHT. INCLUDES MATERIAL TO BE SHIPPED FROM LARSON TO JOB SITE AND PRE-SHIPMENT OF ANCHOR BOLTS & TEMPLATES.	NA	N/A	N/A	1	\$ 4,790.00	\$ 4,790.00	\$ 4,790.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	0	\$ 4,200.00	\$ 4,200.00	\$ -
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	0	\$ 300.00	\$ 300.00	\$ -
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
	Reserved							
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 18 - Phase 3 Total:								\$ 191,059.38

SCHEDULE OF PAYMENTS
EXHIBIT C.21.19 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 19 (MONOPOLE)
(POLA1)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"TH PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8° 65 degree 8-Port Multi-band antenna ~ 700/850/PCS-WCS-w/ Band 14	QS8658-3e	NA	NA	0	\$ 2,741.12	\$ 3,301.68	\$
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23

SCHEDULE OF PAYMENTS
EXHIBIT C.21.19 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 19 (MONOPOLE)
(POLA1)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007640	SGM32D43S	0	\$ 41,832.00	\$ 41,832.00	\$ -
TBD	Generator Tank	NA	NA	NA	0	\$ 9,422.83	\$ 11,349.80	\$ -
Pyramid	Fuel Tank Install	TBD	N/A	N/A	0	\$ 5,750.00	\$ 6,612.50	\$ -
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002948	1155697-150213-037	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard Hframe	NA	NA	NA	4	N/A	N/A	N/A
Tower Equipment								
Valmont	(3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS	(3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	0	\$ 4,397.00	\$ 5,296.19	\$ -
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	0	\$ 3,144.00	\$ 3,786.95	\$ -
Valmont	CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS	RMV14-496	N/A	N/A	1	\$ 4,794.00	\$ 5,774.37	\$ 5,774.37
Valmont	70' MONOPOLE - 67' POLE WITH 3' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,043.00	\$ 22,937.29	\$ 22,937.29
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ 443.00	\$ 533.59	\$ -
Valmont	(3) 6' BOGNER MOUNTS HEAVY DUTY	(2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K	TBD	TBD	0	\$ 7,942.00	\$ 9,566.14	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ 361.00	\$ 434.82	\$ -
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	1	\$ 1,555.00	\$ 1,873.00	\$ 1,873.00
Valmont	PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	6	\$ 33.00	\$ 39.75	\$ 238.49
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	3	\$ 160.00	\$ 192.72	\$ 578.16
Valmont	SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	1	\$ 722.00	\$ 869.65	\$ 869.65
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	0	\$ 400.00	\$ 460.00	\$ -
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	0	\$ 600.00	\$ 690.00	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.19 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 19 (MONOPOLE)
(POLA1)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
	Reserved		N/A	N/A	0		\$ -	\$ -
	Reserved		N/A	N/A	0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,303.00	\$ 4,303.00	\$ 4,303.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 200.00	\$ 200.00	\$ 200.00
Valmont	FG POST TENSION HARDWARE SHIPHOOSE PARTS	A001910	N/A	N/A	1	\$ 12,890.00	\$ 15,526.01	\$ 15,526.01
Valmont	CON-CELL BLOCK 2' TYPE 1-7	A039910	N/A	N/A	5	\$ 1,825.00	\$ 2,198.21	\$ 10,991.06
Valmont	CON-CELL BLOCK 2' TYPE 2-7	A039910	N/A	N/A	5	\$ 1,825.00	\$ 2,198.21	\$ 10,991.06
Valmont	CON-CELL BLOCK 2' TYPE 4-7	A039910	N/A	N/A	5	\$ 1,825.00	\$ 2,198.21	\$ 10,991.06
Valmont	CON-CELL BLOCK 2' TYPE 3-7 PB WITH POLE	A039910	N/A	N/A	1	\$ 1,915.00	\$ 2,306.62	\$ 2,306.62
Valmont	FRT CEV, COMMON CARRIER	A940105	N/A	N/A	6	\$ 1,525.00	\$ 1,525.00	\$ 9,150.00
Valmont	INSTALLATION: POST TENSIONING CREW	A962200	N/A	N/A	1	\$ 5,575.00	\$ 6,411.25	\$ 6,411.25
Valmont	HDWN ADHESIVE, SPRAY, 17.3OZ, 3M #72, PRESSURE SENSITIVE	A348010	N/A	N/A	5	\$ 40.00	\$ 48.18	\$ 240.90
Valmont	PUMP	TBD	N/A	N/A	1	\$ 250.00	\$ 301.13	\$ 301.13
Roof Top - Indoor - MISC eNB Equipment								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 19 - Phase 3 Total:								\$ 208,343.08

SCHEDULE OF PAYMENTS
EXHIBIT C.21.20 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 20 (MONOPOLE)
(POLA2)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
eNB Urban Site Equipment								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ 150.00	\$ 180.68	\$ 180.68
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 896.69	\$ 1,080.06	\$ 1,080.06
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,434.35	\$ 7,750.17	\$ 7,750.17
Lines and Antennas equipment								
Quintel	8' 65-degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	0	\$ 2,741.12	\$ 3,301.68	\$
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,536.00	\$ 1,850.11	\$ 1,850.11
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77

SCHEDULE OF PAYMENTS
EXHIBIT C.21.20 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 20 (MONOPOLE)
(POLA2)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007641	SGM32D43T	0	\$ 41,832.00	\$ 41,832.00	\$ -
TBD	Generator Tank	NA	NA	NA	0	\$ 9,422.83	\$ 11,349.80	\$ -
Pyramid	Fuel Tank Install	TBD	N/A	N/A	0	\$ 5,750.00	\$ 6,612.50	\$ -
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002952	1155697-150213-041	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 273.90	\$ 329.91	\$ 329.91
Talley	Standard Hframe	NA	NA	NA	4	-N/A-	-N/A-	-N/A-
Tower Equipment								
Valmont	(3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS	(3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	0	\$ 4,397.00	\$ 5,296.19	\$ -
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	0	\$ 3,144.00	\$ 3,786.95	\$ -
Valmont	CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS	RMV14-496	N/A	N/A	1	\$ 4,794.00	\$ 5,774.37	\$ 5,774.37
Valmont	70' MONOPOLE - 67' POLE WITH 3' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,043.00	\$ 22,937.29	\$ 22,937.29
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ 443.00	\$ 533.59	\$ -
Valmont	(3) 6' BOGNER MOUNTS HEAVY DUTY	(2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K	TBD	TBD	0	\$ 7,942.00	\$ 9,566.14	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ 361.00	\$ 434.82	\$ -
Valmont	VSK-MHD-L REINFORCEMENT KIT	TBD	N/A	N/A	1	\$ 1,555.00	\$ 1,873.00	\$ 1,873.00
Valmont	PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY	TBD	N/A	N/A	6	\$ 33.00	\$ 39.75	\$ 238.49
Valmont	3.5" OD X 12.5" PIPE TIE BACKS	TBD	N/A	N/A	3	\$ 160.00	\$ 192.72	\$ 578.16

SCHEDULE OF PAYMENTS
EXHIBIT C.21.20 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 20 (MONOPOLE)
(POLA2)

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Valmont	SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES	TBD	N/A	N/A	1	\$ 722.00	\$ 869.65	\$ 869.65
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	0	\$ 400.00	\$ 460.00	\$ -
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	0	\$ 600.00	\$ 690.00	\$ -
	Reserved				0		\$ -	\$ -
	Reserved				0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,303.00	\$ 4,303.00	\$ 4,303.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 200.00	\$ 200.00	\$ 200.00
Valmont	FG POST TENSION HARDWARE SHIPHOOSE PARTS	A001910	N/A	N/A	1	\$ 12,890.00	\$ 15,526.01	\$ 15,526.01
Valmont	CON-CELL BLOCK 2' TYPE 1-7	A039910	N/A	N/A	5	\$ 1,825.00	\$ 2,198.21	\$ 10,991.06
Valmont	CON-CELL BLOCK 2' TYPE 2-7	A039910	N/A	N/A	5	\$ 1,825.00	\$ 2,198.21	\$ 10,991.06
Valmont	CON-CELL BLOCK 2' TYPE 4-7	A039910	N/A	N/A	5	\$ 1,825.00	\$ 2,198.21	\$ 10,991.06
Valmont	CON-CELL BLOCK 2' TYPE 3-7 PB WITH POLE	A039910	N/A	N/A	1	\$ 1,915.00	\$ 2,306.62	\$ 2,306.62
Valmont	FRT CEV, COMMON CARRIER	A940105	N/A	N/A	6	\$ 1,525.00	\$ 1,525.00	\$ 9,150.00
Valmont	INSTALLATION: POST TENSIONING CREW	A962200	N/A	N/A	1	\$ 5,575.00	\$ 6,411.25	\$ 6,411.25
Valmont	HDWN ADHESIVE, SPRAY, 17.3OZ, 3M #72, PRESSURE SENTIVE	A348010	N/A	N/A	5	\$ 40.00	\$ 48.18	\$ 240.90
Valmont	PUMP	TBD	N/A	N/A	1	\$ 250.00	\$ 301.13	\$ 301.13
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 9.85	\$ 11.86	\$ 142.37
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 20 - Phase 3 Total:								\$ 208,343.08

SCHEDULE OF PAYMENTS

EXHIBIT C.23 (PSBN ROUND 2 AS-NEEDED ENVIRONMENTAL MONITORING AND COMPLIANCE REPORTING SERVICES)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Sites	Task/Deliverable	Not-to-Exceed Amount
A.1.3	26 Sites	As-Needed Environmental Monitoring and Compliance Reporting Services pursuant to Exhibit A.1 and the Unit Rates set forth in this Exhibit C.23	\$ 89,175.00
TOTAL NOT-TO-EXCEED COST FOR AS-NEEDED ENVIRONMENTAL MONITORING AND COMPLIANCE REPORTING SERVICES:			\$89,175

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Task/Deliverable	Unit Rates
A.1.3	Monitoring, Surveys and Reporting (full day, inclusive of travel-related Other Direct Costs)	\$ 1,150.00
A.1.3	Monitoring, Surveys and Reporting (half day, inclusive of travel-related Other Direct Costs)	\$ 575.00
A.1.3	Cancellations made after 12 p.m. two (2) business days prior to the day of a “full day” scheduled monitoring	\$ 1,150.00
A.1.3	Cancellations made after 12 p.m. two (2) business days prior to the day of a “half day” scheduled monitoring	\$ 575.00

NOTE 1: The As-Need Environmental Monitoring and Compliance Reporting Services Work will be invoiced monthly at the Unit Rates set forth in this Exhibit C.23 until the Not-to Exceed amount is reached. In the event that the Not-to-Exceed amount nears depletion, and the Authority, in its sole discretion, determines a need to increase the As-Need Environmental Monitoring And Compliance Reporting Services Work, an Amendment will be prepared, mutually agreeable to both parties, in accordance with the Agreement.

SCHEDULE OF PAYMENTS

EXHIBIT C.24 (PSBN ROUND 2 CHANGE ORDERS)

Change Order Number	Site ID	Item/Category	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 43 and Amendment No. 44					
COR-001R	BUR-2	Changes to Phase 2 (Construction)	\$	\$	\$
COR 001R	LPC2	Changes to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) pursuant to COR 001R	\$ 72,688	\$ 7,269	\$ 65,419
COR 001R	MML2	Changes to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) pursuant to COR 001R	\$ 62,879	\$ 6,288	\$ 56,591
COR 001R	PRG2	Changes to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) pursuant to COR 001R	\$ 110,761	\$ 11,076	\$ 99,685
COR 001R	WMP2	Changes to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) pursuant to COR 001R	\$ 75,093	\$ 7,509	\$ 67,584
COR 001R	WTR2	Changes to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) pursuant to COR 001R	\$ 89,099	\$ 8,910	\$ 80,189
Amendment No. 43 Subtotal:			\$ 410,520	\$ 41,052	\$ 369,468
Amendment No. 44					
COR 020	LPC2	LTE Schedule Acceleration - Changes at USFS Colo Sites	\$ 27,065	\$ 2,707	\$ 24,359
COR 020	PRG2	LTE Schedule Acceleration - Changes at USFS Colo Sites	\$ 26,306	\$ 2,631	\$ 23,675
COR 020	WMP2	LTE Schedule Acceleration - Changes at USFS Colo Sites	\$ 25,873	\$ 2,587	\$ 23,286
COR 020	WTR2	LTE Schedule Acceleration - Changes at USFS Colo Sites	\$ 25,873	\$ 2,587	\$ 23,286
COR 020	LPC2/PRG2/ WMP2/WTR2	LTE Schedule Acceleration (PNS Labor)	\$ 9,714	\$ 971	\$ 8,743
COR 020	LPC2/PRG2/ WMP2/WTR2	LTE Schedule Acceleration & Order Cancellations (Motorola Labor)	\$ 16,824	\$ 1,682	\$ 15,142
Amendment No. 44 Subtotal:			\$ 131,655	\$ 13,166	\$ 118,490
Amendment No. 45 Subtotal:					
COR 003R	C.24 CLRMPD	Stealth Monopole Redesign	\$ 6,789	\$ 679	\$ 6,110
COR 017	MNTBPD	SCHCYN Relocation to Montebello PD	\$ 1,150	\$ 115	\$ 1,035
COR 029	MML2 /MNTBLPD/ POLA1/ POLA2	Equipment Reorder Work	\$ 5,919	\$ 592	\$ 5,327
Amendment No. 45 Subtotal:			\$ 13,858	\$ 1,386	\$ 12,472
TOTAL FOR ALL PSBN ROUND 2 CHANGE ORDERS			\$ 556,033	\$ 55,603	\$ 500,429



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

August 6, 2020

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

Dear Directors:

APPROVE AMENDMENT NO. 48 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 48 to Agreement No. LA-RICS 007 (Agreement) to contemplate the incorporation of certain Change Order Modifications for the Land Mobile Radio (LMR) System as further described in this Board Letter resulting in a cost increase to the Maximum Contract Sum in the amount of amount of \$10,159.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings with respect to the LMR Change Order Modifications:
 - a. Find that (a) approval of Amendment No. 48 to contemplate Change Order Modifications at two (2) LMR System sites, Agoura Hills (AGH), related to the easement at the site, and Topanga Peak (TOP), related to painting the monopole at this site, is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by the Board under CEQA on March 29, 2016; and (b) that 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 substantial increase in the severity of previously identified significant effects.

2. Approve Amendment No. 48 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to incorporate certain LMR Change Order Modifications as further described in this letter for a cost increase in the amount of \$10,159.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$10,159 from \$288,137,924 to \$288,148,083.
4. Delegate authority to the Executive Director to execute Amendment No. 48, in substantially similar form, to the enclosed Amendment (Enclosure).

BACKGROUND

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 48 to incorporate certain Change Order Modifications resulting in an increase to the Maximum Contract Sum in the amount of \$10,159.

It is necessary to incorporate a Change Order to contemplate the payment for an easement payment at one (1) LMR System Site (Agoura Hills [AGH]) for the installation of underground conduits and utility that will run through an adjacent parcel's property. Additionally, the Change Order Modification contemplated in Amendment No. 48 includes work to paint the monopole at the Topanga Peak (TOP) site, which is a zoning requirement as stipulated by the County of Los Angeles Department of Regional Planning. Lastly, it is necessary to upgrade certain site and core routers/switches to ensure equipment compatibility and functionality.

The revisions contemplated in Amendment No. 48 have been reviewed by Authority staff, including its consultant (Jacobs) and Motorola, with both parties negotiating and agreeing to each change order, including associated costs.

Further, all recommended actions have been presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency

representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and County of Los Angeles Fire Department (Fire Department). Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, Jacobs, and Subject Matter Experts (brought in on an as-needed basis depending on the nature of the proposed revision) form part of the CCB.

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

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 48 will result in an increase to the Maximum Contract Sum by \$10,159 from \$288,137,924 to \$288,148,083 when taking the recommended actions into consideration. All work contemplated in Amendment No. 48 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

ENVIRONMENTAL DOCUMENTATION

The two (2) LMR System Sites, AGH and TOP, contemplated in Amendment No. 48 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these two (2) LMR System Sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these two (2) LMR System Sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon the Board's approval of the recommended actions for this Amendment No. 48, the Authority will file a Notice of Determination for the two (2) LMR System Sites, AGH and TOP, with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines. In accordance with State Executive Order (EO) N-54-20, additionally, the Authority will post these Notices of Determinations on the Authority's website at <https://www.la-rics.org/documents/environmental-documents/> and submit all materials electronically to the State Clearinghouse CEQAnet web portal, the posting for which can be found at <https://ceqanet.opr.ca.gov/Search/Recent>.

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 or his designee will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

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Enclosure

cc: Counsel to the Authority

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

RECITALS

This Amendment Number Forty-Eight (together with all exhibits, attachments, and schedules hereto, "Amendment No. 48") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of August ____ 2020, based on the following recitals:

The Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 48 which results in a cost increase in the amount of \$10,159; (b) increase the Maximum Contract Sum by \$10,159 from \$288,137,924 to \$288,148,083; and (c) make other certain changes as set forth in this Amendment No. 48.

This Amendment No. 48 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. 48, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 48 refer to sections of the Base Document, as amended by this Amendment No. 48.
2. LMR Change Order Modifications. The parties agree and acknowledge that Contractor will perform those certain Change Order Modification Work set forth in Exhibit C.17 (LMR Change Order Modifications) pursuant to this Section 2, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments).

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	AGH	Agoura Hills	COR-6064	Easement Payment	\$4,055
2.	TOP	Topanga Peak	COR-6062	Monopole Painted Neutral Brown	\$6,104
3.	---	---	COR-6050	Core and Site Router/Switch Upgrade	\$0
TOTAL AMOUNT:					\$10,159

3. Amendments to the Base Document.
 - 3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Eight Million, One Hundred Forty-Eight Thousand, Eighty-Three Dollars (\$288,148,083) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
 - 3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Seventy-Nine Million, Four Hundred Ninety-Six Thousand, Three Hundred Twenty-Six Dollars (\$279,496,326). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.
4. Amendments to Agreement Exhibits.
 - 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 48 and incorporated herein by this reference.
 - 4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), attached to this Amendment No. 48, which is incorporated herein by this reference.
5. This Amendment No. 48 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 48;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 48 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 48; and

- 5.4 The Executive Director of the Authority has executed this Amendment No. 48.
6. Except as expressly provided in this Amendment No. 48, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 48 on behalf of Contractor represent and warrant that the person executing this Amendment No. 48 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 48, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 48 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 FORTY-EIGHT
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. 48 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:

MARY C. WICKHAM
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)	\$ -	\$ 42,322,029	\$ 3,124,069	\$ 39,197,960
Phase 2	\$ -	\$ 43,692,747	\$ 4,259,884	\$ 39,432,862
Phase 3	\$ -	\$ 57,517,668	\$ 4,348,169	\$ 53,169,499
Phase 4	\$ -	\$ 21,474,059	\$ 2,084,034	\$ 19,390,025
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 165,006,503	\$ 13,816,157	\$ 151,190,345
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 165,006,503	\$ 13,816,157	\$ 207,088,864
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 1,916,786	\$ 191,679	\$ 1,725,108
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		\$ 1,391,230		\$ 1,391,230
SUBTOTAL	\$ 130,552,956	\$ 174,230,082	\$ 21,693,279	\$ 280,177,402
TOTAL CONTRACT SUM:	\$174,230,082			
LMR Discounts^(Note 2)	-\$16,634,955			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$288,148,083			

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

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

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

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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	\$ 1,697	\$ 170	\$ 1,527
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 48,041	\$ 4,804	\$ 43,237
MSI-5087	MTL2	Road Repair Design	\$ 11,000	\$ 1,100	\$ 9,900
Amendment No. 41 Subtotal			\$ 255,975	\$ 25,598	\$ 230,378
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

EXHIBIT C.17*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 48*

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
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 1,916,786	\$ 191,679	\$ 1,725,108

final resolution of all changes contained in those identified Change Order Modifications.