



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, March 5, 2020 • 9:00 a.m.

Los Angeles County Sheriff's Department

Scientific Services Bureau

Hertzberg Davis Forensic Science Center

Conference Room 223 through 227

1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

AGENDA POSTED: February 28, 2020

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

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.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.
Brian Solinsky, Captain, 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. February 6, 2020 – Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

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

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F-G)

F. Outreach Update

Agenda Item F

G. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network

Agenda Item G



VIII. ADMINISTRATIVE MATTERS (H-N)

H. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF EXECUTIVE DIRECTOR AND ALTERNATE APPOINTMENT

It is recommended that your Board re-appoint Mark Alexander and the Executive Director as the LA-RICS Designee and Alternate designee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) in accordance with the provisions of Article 7 of the CJPIA.

Agenda Item H

I. REQUEST TO REINSTATE CITY OF SOUTH PASADENA AS A MEMBER AGENCY IN THE LA-RICS AUTHORITY

It is recommended that your Board:

1. Approve the reinstatement of the City of South Pasadena 's membership into the LA-RICS Authority as a member agency of the JPA; and
2. Authorize the Executive Director to provide notice to the City Manager of South Pasadena that the Board of Director's has accepted their request to reinstate their LA-RICS membership as a member agency in the JPA.
3. Authorize the Chair of the Board of Directors or his designee, to execute the Joint Powers Agreement with the City of South Pasadena to allow for the City of South Pasadena's participation as a member agency.

Agenda Item I

J. APPROVE AMENDMENT NO. 43 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Approve Amendment No. 43 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Reconciliation of the LMR System to reduce certain equipment at three (3) LMR System Sites for a cost decrease in the amount of \$50,313.



- b. Make changes necessary to incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$185,344.
2. Authorize an increase to the Maximum Contract Sum in the amount \$135,031 from \$290,081,635 to \$290,216,666 when taking the cost decrease and increase into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 43, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 43.

Agenda Item J

K. APPROVE AMENDMENT NO. 41 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. 41 (Enclosure) to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola) to reconcile certain PSBN Components for a cost increase in the amount of \$79,610.
2. Authorize an increase to the Maximum Contract Sum in the amount of \$79,610 from \$137,949,498 to \$138,029,108.
3. Delegate authority to the Executive Director to execute Amendment No. 41, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 41.

Agenda Item K



L. ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT ONE LA-RICS SITE AND APPROVE THE PROJECT BUDGET

It is recommended that your Board:

5. Make the following finding:

- a. Find the adoption, advertising and award of construction, implantation, and installation work at one (1) site, Montebello Police Department (MNTBLPD), as identified in Enclosure 1, is within the scope of the activities authorized at this site which your Board found statutorily exempt from review under California Environmental Quality Act (CEQA) on March 6, 2014, pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the site, if needed, to provide connectivity to the Long Term Evolution (LTE) (inclusive of phase 2 LTE) System, is categorically exempt under CEQA pursuant to CEQA Guidelines §§15301, 15303 and 15304, and the determination that these activities are exempt from CEQA remains unchanged.

6. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the MNTBLPD site as follows:

- a. Approve an estimated total project budget of \$381,710.
- b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the MNTBLPD site.
- c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
- d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the MNTBLPD site.

7. As it relates to Recommended Item 2, delegate authority to the Executive Director:



- a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
 - b. To waive inconsequential and non-material deficiencies in bids submitted.
 - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
 - d. To take all other actions necessary and appropriate to deliver the projects.
8. Delegate authority to the Executive Director to:
- a. Approve and process amendments for changes in work the MNTBLPD site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
 - b. Authorize the issuance of one or more Notices to Proceed for the proposed work.

Agenda Item L

M. APPROVE A SOLE SOURCE AGREEMENT WITH AT&T CORP., FOR FIRST RESPONDER MOBILITY ZONE SERVICES

It is recommended that your Board:

- 1. Authorize the Executive Director to enter into and execute a sole source Agreement, substantially similar to the enclosed, with AT&T for FRMZ services that will allow the Authority to acquire specialized equipment and satellite services for the Authority's rapid response vehicles for a total not to exceed amount of \$78,482.
- 2. Delegate authority to the Executive Director to approve and execute Amendments to the Agreement that do not impact the total contract amount,



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 M

N. APPROVE AN INCREASE TO THE BUDGET FOR ONE (1) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT

It is recommended that your Board:

1. Find the work and cost contemplated in this recommended action at the Southern California Edison Gallatin (SCEGAL) site, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 and October 3, 2019, respectively, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Delegate Authority to the Executive Director to increase the project budget by \$33,740 for one (1) LA-RICS Telecommunication Facility Construction and Installation site, Southern California Edison Gallatin (SCEGAL).

Agenda Item N

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, April 2, 2020, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

Members of the public are invited to 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) comment cards 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.)

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

Parking passes for attendees of the LA-RICS Joint Powers Authority Board Meeting can be obtained at the main entrance office of the Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

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 at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

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



BOARD OF DIRECTORS MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, February 6, 2020 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Board Members Present:

Joe Ortiz, Chief of Police, City of South Pasadena Police Dept.

Alternates For Board Members Present:

John Geiger, CEO, County of Los Angeles
Thomas Ewald, Special Services Deputy Chief, County of Los Angeles Fire Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
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:

Mark Alexander, City Manager, CA Contract Cities Assoc.
Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Chris Nunley, Chief of Police, City of Signal Hill Police Dept.
John Curley, Chief of Police, City of Covina Police Dept.



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

I. CALL TO ORDER

Alternate Chair, Mark Glatt, called the meeting of the Board to order at 9:00 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. January 15, 2020 – Special Meeting Minutes

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

There were none.

Alternate Board Member John Geiger motioned first, seconded by Alternate Vice-Chair Thomas Ewald.

Ayes 6: Ewald, Fruhwirth, Geiger, Glatt, Ortiz, and Perez.

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 this last month has been very busy and much progress has been made. Last month, the team returned refreshed from the holidays and performing at 150%.

Executive Director Edson announced there might be a need for Special Board meetings from now up until the Broadband Technology Opportunities Program (BTOP) deadline. In addition, received a hand delivered document this morning, which is from South Pasadena and they reinstated their membership in LA-RICS Joint Powers Authority (JPA). Your Board will be voting on this next Board meeting.



Executive Director Edson stated in regards to LTE2, we have received the Finding of No Significant Impact (FONSI) on the remaining 12 LTE2 sites. This is the final FONSI for the Long Term Evolution (LTE) program and a huge accomplishment for the environmental team!

Executive Director Edson went on to state we have issued 17 Invitations for Bids (IFB) out of the 20 sites that are not within the Motorola (MSI) scope for LTE2. With another IFB scheduled to issue in the next weeks for the Port of Long Beach. Of those IFBs issued, we have awarded ten (10) contracts to date. Two (2) sites are before your board as Agenda Item H seeking delegated authority to release the IFBs for the Port of Los Angeles sites (POLA 1 and 2). This completes the sites requiring bids in our prime list of 26; you may see a few others seeking your delegated authority at the March Board meeting, but those are contingency sites we need to have queued up just in case a site falls out unexpectedly.

As for the sites under MSI scope, we are working closely with MSI and are confident they can get it done within the grant period and without impacting the LMR project. All their sites are co-locations on Land Mobile Radio (LMR).

Executive Director Edson stated yesterday, he attended the Area Maritime Security Committee meeting in the Port of Long Beach. This committee is chaired by the local coast guard commander and they meet quarterly to talk all things Port security. The committee includes local, state, federal (DHS, DOJ, and DOD) agencies, along with the private sector. Executive Director Edson introduced them to LA-RICS, the FirstNet service and our LMR system. The Port of Los Angeles and Long Beach are the only Port in the Nation with FirstNet service sites, and more importantly, sites that are public safety grade.

The coverage we will have built there for the Ports will benefit them over the years as cargo containers and internet of things combine. Not to mention the routine use of the Nationwide Public Safety Broadband Network (NPSBN) in the Ports and during time of emergencies, mutual aid or disasters. In addition, thanked the Long Beach Police Department (LBPD) and Los Angeles Port Police for helping us through this process with their respective Ports.

Executive Director Edson stated wrapping up LTE2, in connection with IFB's previously authorized, we have Agenda Item I is before you today seeking a small increase in project budgets at Pomona and Scholl Canyon given unanticipated site conditions, which now require a project budget that exceeded our original estimates. The Board item details those unanticipated site conditions/changes, such as slope stability and roof requirements and we have one building permit for Inglewood Police Department (IGPD) with that site in construction.



February is the month of Architect Engineer (A & E) Focus, where the team is committed to finalize drawings for permit submission. We are targeting March as the month to address Building and Safety permit review.

As for LMR, Monday Executive Director Edson spoke to the United States Forest Service (USFS) Supervisor Jerome Perez who is truly a partner and as excited for us to build public safety communications in the forest. Supervisor Perez confirmed first round of permits are expected to be released this Friday, with corresponding building permits then cleared for issuance from Los Angeles County Public Works, so we plan to commence construction at the first five (5) USFS sites on or before Monday, February 17, 2020.

Construction continues at LMR sites with activities closing out the Urban Areas Security Initiative (UASI) 17 grant funds. Sites with ongoing major construction activity is requiring the teams to push hard at this performance period close out, specifically at Mirador, UCLA, and some power items at BKK. Project Director Chris Odenthal will present for Project Manager Justin Delfino and will provide details in his report.

Executive Director Edson went on to state we are monitoring contractor performance closely, as the inability to complete deliverables identified in the grant plans which are developed years in advance impacts our ability to get the overall program completed on schedule and on budget. The UASI and region look favorably at this project and its huge accomplishments now, and we want to maintain that great reputation.

Upon successful completion of these construction activities, we will be closing out the UASI 17 grant totaling \$34.8 million in the next month and quickly focus everything towards UASI 18, which we have already started in parallel.

Since the new schedule agreed upon last year, we have slipped only one day, and that was a day to our benefit. With the forest build now underway, and the great progress we are making with the coastal sites through Department of Regional Planning (DRP), we will likely shave a couple months off the schedule with the potential to fully accept the system by the end of 2021. This is all possible but depends greatly on both the authority and contractor performance in harmony.

This concludes the Director's Report.

There was no further discussion.



C. Project Manager's Report – Chris Odenthal

Project Director Chris Odenthal presented on behalf of Project Manager Justin Delfino together with Deputy Program Manager Tanya Roth to go over the USFS and Coastal sites. Project Director Odenthal presented the Construction/Implementation Update and stated it has been many years leading up to the last few weeks or so for Site Access Agreements (SAA) and the USFS issuing permits. Our first conversations with the USFS started in 2013 and thus there is a lot of excitement to get these sites moving.

LTE Round 2 Highlights

Current Status:

Project Director Odenthal stated there are nine (9) sites under contract; six (6) sites out for bid with two (2) additional sites opening today, February 6, 2020. IGPD is under construction; UCLA2 and MVS2 planned for construction starts in mid-February 2020. LTE2 scope is on track for grant completion deadline in June 2020. Open inquiry to FirstNet/ AT&T for Radio Equipment Expediting.

Environmental

FONSI for SEA 5 received on February 4, 2020.

Labor Compliance

First labor compliance meeting was held on December 11, 2019, with Metrocell. No accidents, or injuries reported to date.

Deputy Program Manager Roth stated there was an USFS Press Release that formally recognized the issuance of the first round of Special Use Permit (SUP). The permitting and SUP represent our lease and our approval to construct on Forest Service land. Agenda Item G is a request for delegated authority to execute the thirteen (13) SUPs. Additionally, there are an additional two (2) Site Access Agreements (SAA) for LMR and LTE2 that we are requesting authority to sign. Project Director Odenthal added LMR does not have all the SAA necessarily to finish the build, so we have one FAA site at San Pedro Hills that is on a similar path as the USFS and will flow through Los Angeles County as well as the three Catalina sites where the County Board has provided delegated authority to the CEO's office.

Alternate Vice-Chair Ewald asked if construction on the sites could start immediately. Deputy Program Manager Roth stated we divided up the Forestry sites into three batches. The first five (5) are scheduled to be released on February 7, 2020, and the fully executed by President's Day on February 17, 2020. Project Director Odenthal stated one of the sites has a power delivery issue and we are working on the final design for a solar installation and that site has yet to be



submitted for building permit and one is under lease negotiations, but the rest have been submitted with most of the building permits approved.

Alternate Vice-Chair Ewald asked what the timeline is for Batches two (2) and three (3). Deputy Program Manager Roth stated we are expected to start construction in March. Batch three (3) depends on the power and permits. Project Director Odenthal stated there is a problem with snow because we are sitting on top of a ski resort for one; Frost Peak will be after Mountain High closes operations for the year.

SAA's

Project Director Odenthal stated in Agenda Item G, 13 USFS SUP's and six (6) LTE2 sites and all SAAs are planned to be executed by March 2020.

LMR Highlights

Ph. 1 OVERVIEW

Project Director Odenthal stated sites under drawing review at Public Works are RHT and PMT.

Construction Overview

Thirty-three (33) permits have been issued to date. There are zero (0) recordable injuries to date. The Phase 2 acceptance walks are underway this month and we are focused on CLM and LAN, PLM has been walked and approved. Site book had minor edits and should be approved next week. In regards to UASI 17 status, BKK, OAT, DPW038, AGH, and INDWT are all built. MIR remains impacted by underground utilities issues. Sites currently under Phase 2 construction are LACFDEL and UCLA.

USFS Sites

Nine (9) USFS sites have been approved at Public Works. The first group of five (5) sites are pending SUP issuance on February 7, 2020, and are scheduled to start construction on February 17, 2020. The next group will consist of four (4) sites planned for issuance on February 14, 2020.

Coastal Sites

Project Director Odenthal stated DRP is currently reviewing four (4) re-submitted packages and we are pending hearing dates and exemption status. MSI is still working on responses for the remaining three (3) sites.

SAA's:

There are 18 sites requiring SAA USFS (13), SPH, TWR, BJM, DPK and RPVT.



Program Manager Roth stated nine (9) of the 18 sites are currently ready from Building and Safety just pending use permits, and the other five (5) are scheduled for Monday, February 17, 2020.

Current Focus:

The first batch is the SUP issuance and Construction mobilization. DRP hearing dates for the Coastal sites and MSI resubmission of three (3) remaining Coastal sites. MIR Re-start and construction schedule compression.

UCLA Factor Building (four (4) photo images)

Project Director Odenthal presented four (4) photo images of UCLA Factor Building. The first photo image is the MSI Team hosting a safety briefing with project stakeholders and preparing for hoisting activities over the weekend. Second photo image is the custom fabricated platform to hold shelter and radio equipment. Crane set up on closed street coordinated with UCLA. Third photo image is a platform landing on Saturday night January 18, 2020, and welded connections to building steel. Fourth photo image is a Shelter set on platform waiting for roof patch-back.

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 Report – No Report

VII. DISCUSSION ITEMS (F-G)

F. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item F, and stated the update consisted of meetings taking place in the month of January with AT&T, Covina, and Irwindale Police Department, County Parks and Recreation, and East Sunset Ridge (ESR) TV station.

Alternate Chair Glatt asked if anything came out of the Covina meeting and Executive Assistant Stallworth-Tait stated yes an agreement for Covina to reinstate as a member. As for Irwindale Police Department, we are working on negotiations for an LTE2 site and East Sunset Ridge is an LMR site.

There was no further discussion.



VIII. ADMINISTRATIVE MATTERS (G-I)

G. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENTS FOR LAND MOBILE RADIO AND LONG TERM EVOLUTION ROUND 2 SYSTEM SITES

Executive Assistant Stallworth-Tait presented Agenda Item G and recommended the Board take the following action:

1. Find the approval and execution of the SUPs with USDAFS for 10 USDAFS sites (BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR) which would allow construction, implementation, operation and maintenance of the LMR System infrastructure at these sites are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Find the approval and execution of the SUP and/or Communications Use Lease with USDAFS for site East Sunset Ridge (ESR), which would allow the construction, implementation, operation and maintenance of the LMR System at this site, are within the scope of activities your Board previously found categorically exempt from CEQA on July 11, 2019, 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.
3. Find the approval and execution of the SUPs and/or Communications Use Lease with USDAFS for sites Mount Disappointment (MDI) and Portal Ridge (PRG), which would allow the construction, implementation, operation and maintenance of the LMR System at these sites, are within the scope of activities your Board previously found statutorily exempt from review under CEQA on February 5, 2015, pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS, 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.



4. Find the approval and execution of the SAAs with the Port of Los Angeles for POLA1, POLA2; and SAAs with Cities of Claremont and Covina for CLRMPD1 and COUG; and SAA with Port of Long Beach for the POLB1 site, respectively, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure that will be incorporated into the First Responder Network Authority (FirstNet) Nationwide Public Safety Broadband Network (NPSBN), are within the scope of activities previously authorized on December 5, 2019, for sites POLA1, POLA2, CLRMPD1 and COUG and on January 24, 2019 for POLB1, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
5. Find the approval and execution of the SAA with City of Montebello for site MNTBLPD, which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site, are within the scope of activities your Board previously found statutorily exempt from review under CEQA on March 6, 2014, pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the site, if needed, to provide connectivity to the LTE (inclusive of phase 2 LTE) System, is categorically exempt under CEQA pursuant to CEQA Guidelines §§15301, 15303 and 15304, and the determination that these activities are exempt from CEQA remains unchanged.
6. Authorize the Executive Director to finalize and execute the nineteen (19) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

Alternate Board Member John Geiger motioned first, seconded by Alternate Board Member Louis Perez.

Ayes 6: Ewald, Fruhwirth, Geiger, Glatt, Ortiz, and Perez.

MOTION APPROVED.

H. ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT TWO (2) LA-RICS SITES AND APPROVE PROJECT BUDGETS

Contracts Manager Jeanette Arismendez presented Agenda Item H and recommended the Board take the following action:



1. Make the following finding:
 - a. Find the adoption, advertising and award of construction, implantation, and installation work at the two (2) sites, Port of Los Angeles Pier 400 (POLA1) and Port of Los Angeles Pier 300 (POLA2), as identified in Enclosure 1, are within the scope of the activities authorized at these two (2) sites which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) in a prior Board action on December 5, 2019, pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in this letter and as noted in the record of the project and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POLA1 site as follows:
 - a. Approve an estimated total project budget of \$381,710.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the POLA1 site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the POLA1 site.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POLA2 site as follows:
 - a. Approve an estimated total project budget of \$381,710.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the POLA2 site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest



responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the POLA2 site.

4. As it relates to Recommended Items 2-3, delegate authority to the Executive Director:
 - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
 - b. To waive inconsequential and non-material deficiencies in bids submitted.
 - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
 - d. To take all other actions necessary and appropriate to deliver the projects.
5. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
 - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
 - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

Alternate Chair Glatt asked to please repeat the dollar amount again. Contracts Manager Arismendez stated \$763,420 is the total and \$381,710 for each site.

Alternate Board Member Kay Fruhwirth motioned first, seconded by Alternate Vice-Chair Ewald.

Ayes 6: Ewald, Fruhwirth, Geiger, Glatt, Ortiz, and Perez.

MOTION APPROVED.



I. APPROVE AN INCREASE TO THE BUDGET FOR TWO (2) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION

Contracts Manager Arismendez presented Agenda Item I and recommended the Board take the following action:

1. Find the work and cost contemplated in this recommended action at the two (2) sites, Pomona Courthouse 2 (POM2) and Scholl Canyon (SCHCYN), are within the scope of the activities your Board previously found categorically exempt from review on July 11, 2019 and December 5, 2019, respectively, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Delegate Authority to the Executive Director to increase the project budgets by \$19,873 for two (2) LA-RICS Telecommunication Facility Construction and Installation sites as follows:
 - a. Increase the Scholl Canyon (SCHCYN) project budget by \$9,790.
 - b. Increase the Pomona Courthouse (POM2) project budget by \$10,083.

Alternate Vice-Chair Ewald stated for the record the figures were verbally swapped, with POM2 as \$10,083. Contracts Manager Arismendez stated yes that is correct.

Alternate Vice-Chair Ewald motioned first, seconded by Alternate Board Member Kay Fruhwirth.

Ayes 6: Ewald, Fruhwirth, 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 Glatt stated there is no Closed Session Report.



XII. ADJOURNMENT AND NEXT MEETING:

The Board meeting adjourned at 9:32 a.m., and the next meeting will be held on Thursday, March 5, 2020, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Executive Summary

March 5, 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.
- PSBN Round 2 design and entitlement activities are now progressing well, despite the protracted review and approval durations that the Program suffered early on between all parties including FirstNet AT&T. The Phase 1 work has continued to become more efficient over time and is planned to end at the close of first quarter 2020 with all sites permitted in March 2020. Site Access Agreements (SAA's) have been initiated with all land owners at all sites in the Program. All SAA's have been adopted by the JPA Board on February 6, 2020. Eighteen (18) sites have gone out to bid including a Request for Quotation (RFQ) to MSI for the construction of LACFDEL and CRN. The remaining sites still requiring bid are POLA1, POLA2, and POLB which are under preparation for release now. Fifteen (15) sites are currently under contract for construction. The majority of the sites are now planned to start construction in the spring of 2020, and will end at the middle of June 2020. The Environmental Team has submitted the fifth (5th) and final Supplemental Environmental Assessment (SEA) to NTIA, a finding of no significant impact (FONSI) was received by LA-RICS on February 4, 2020.

LMR Update

- Building Permit Received – 35 sites to date. There are 15 building permits under review process or not yet submitted. Three (3) USFS, seven (7) Coastal sites, and five (5) other sites, UNIV, RPVT, RHT, SPH and GRM. Total site count remains at 58 sites.
- All Ph.2 work will be completed in 2021. All Ph.4 work will be completed by March 21, 2022, according to Integrated Master Schedule dated February 8, 2020.
- 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	15. ONK – Oat Nike
2. BMT – Angeles, overlooking CA-138 and I-5	16. PHN – Puente Hills
3. CCB – Compton	17. PLM – Palmdale
4. CCT – Downtown	18. SDW – San Dimas Water Tank
5. CLM – Claremont	19. TPK – Gorman
6. FCCF – 1320 Eastern Ave	20. VPK – Verdugo Peak – Glendale
7. HPK – Northern Angeles,	21. SGH – Signal Hill
8. LAN – Lancaster Sherriff Station	22. MIR – Mirador
9. LDWP243 – Junction of I-5 and CA-14	23. BKK - West Covina
10. LASDTEM – Temple City	24. OAT – Nike
11. LA-RICS HQ, - Monterey Park	25. AGH – Agoura Hills
12. MLM – Mira Loma Detention Center	26. INDWT – Industry Water Tank
13. MMC – Palmdale – Sierra Pelona Mountain Way	27. BHS – Baldwin Hills
14. MVS – Whittier	28. RIH – Rio Hondo
	29. CRN – Cerro Negro
	30. POM – Pomona Courthouse
	31. DPW038 – Water Works Substation 038

AGENDA ITEM B

- 32. UCLA
- 33. Del Valle Training Center
- 34. WTR
- 35. WMP

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	\$33,897,665	\$26,540,972	\$8,222,778	5/31/20
UASI 18	\$35,000,030	\$32,473,444	\$-	\$-	5/31/21
UASI 19	\$35,000,000	\$8,520,932	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$128,248,083	\$126,166,658	\$28,473,342	9/30/2020



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. 94

For February 2020

Submitted February 28, 2020

Confidentiality Notice: This document may contain confidential or legally privileged information that is intended only for the individual or entity to whom it was addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this report is strictly prohibited. This document is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally protected.

©Copyright 2016 LA-RICS Authority. All Rights Reserved

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.

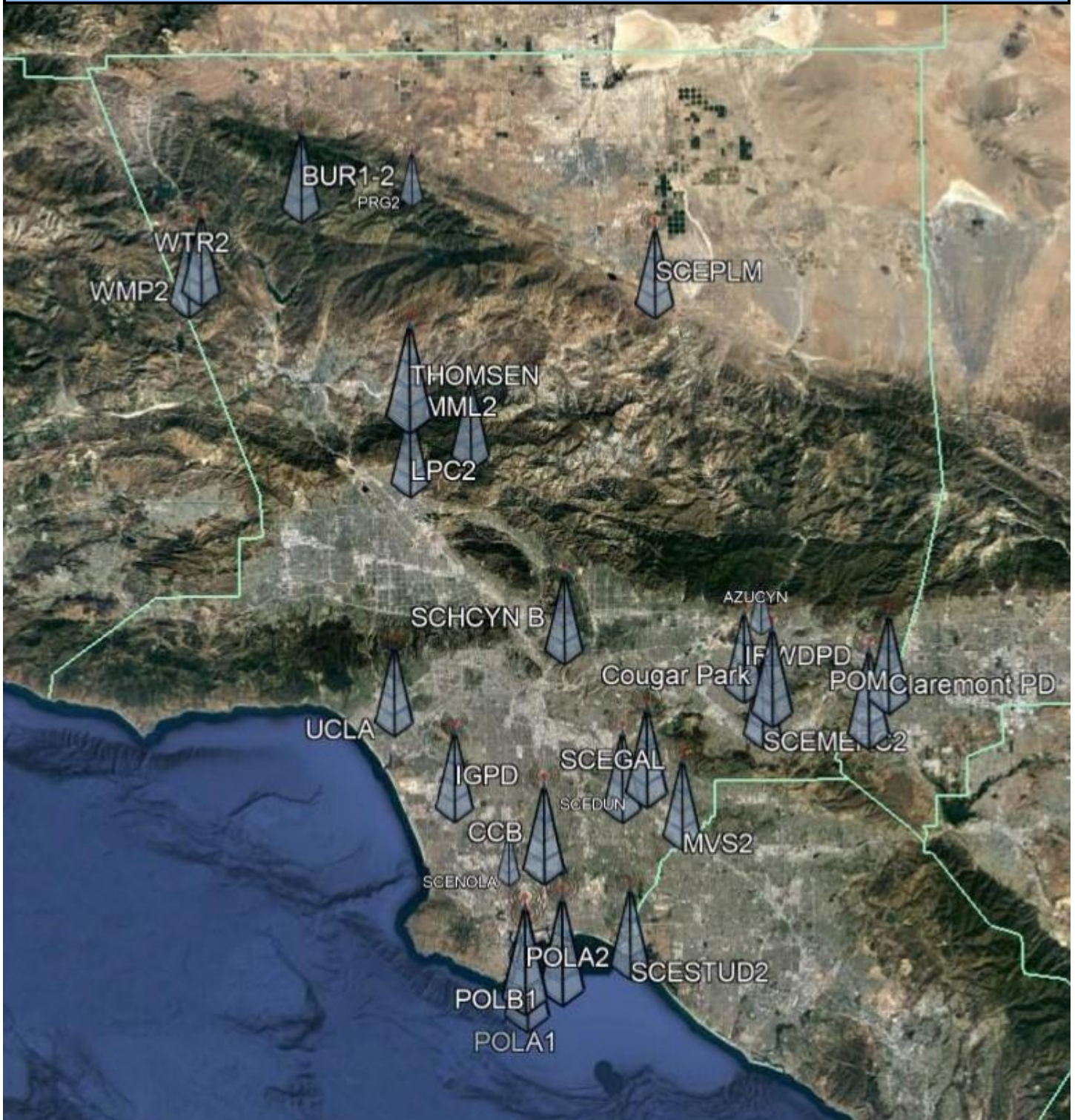
Special Events

- No new activity.

LTE Round 2 Updates

- USFS released leases for five Batch 1 sites (LPC, MML, PRG, WMP, and WTR) on February 7, accompanied by a joint LA-RICS USFS press release on February 12. Construction on the five sites is scheduled to commence on February 17. Final Plans of Development (PODs) for four Batch 2 sites (GMT, JPK2, MDI, and PMT) have been submitted to USFS, and USFS' issuance of leases for those four sites is imminent. Final design details are being completed to support submission of the final PODs for four Batch 3 sites (BUR1, ESR, FRP, and MTL2).
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. LA-RICS has reached an agreement with AT&T on site acceptance standards, which are being formally documented, this document is referred to as the site acceptance checklist and took 7 months to mutually agree. Statements of Qualifications (SOQ's) have been received from antenna site construction firms interested in participating in LTE Round 2. A total of six firms have been pre-qualified. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner. A request for supplemental funding was submitted to NTIA. Subsequently NTIA approved the request for additional funding, which will allow the Team to better utilize resources to complete the sites in accordance with the approved schedule.
- The FONSI for SEA5 was received from NTIA on February 6, 2020.
- NOEs were filed for LTE2 sites CLRMPD1, COUG, MNTBLPD, POLA1, POLA2, POLB1, POM2, and SCHCYN on February 6, 2020
- Application for building permit for the AZUCYN site was submitted on 2/12/2020, and will be followed by IRWDPD, CCB, POM, and the (6) SCE sites on 2/28/2020.

LTE SITES



LMR UPDATES

Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Prepared a Notice of Determination for Site RIH and filed it after the January 15 Board meeting.
- Attended site visits to several LMR sites on the Angeles National Forest with USFS staff to develop color palettes for the proposed structures.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,081 persons as of January 8.

Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to submit seven of the eight California Coastal Commission sites to the Department of regional planning, the last submission was made on 9/12/2019. To date all the first-round review comments have been received by the Project Team with the exception of LACF072. Responses by the contractor are currently in draft and ready to re-submit to the jurisdiction by mid-December as updated FAA Navigation Hazard Determination letters are still pending. A determination was made by the City of Los Angeles that GRM is exempt from California Coastal Review and will instead be submitted to the City of Los Angeles Public Works Department for building permit as it is zoning exempted.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31, 2019. Plans of development (PODs) for all 13 sites were submitted to USFS in three batches (the last batch submitted on December 5, 2019). The USFS issued the first (5) sites in line with the projected dates given to the Authority. The second batch consisting of four sites MDI, PMT, GMT and JPK2 was issued on 2/26/2020 (8) days beyond date projected, which impacted MSI's planned start dates for the sites. Geotechnical drilling is complete at the ANF sites, and towers have been ordered. In the month of February, the LA-RICS Team has worked with the Contractor to drill down on tower expediting opportunities as well as Ericsson equipment expediting since they are the long lead procurement items. There are currently (3) USFS sites under construction LPC could have started on 2/17/2020 as planned, but the USFS has a road improvement project that will force the preferred access road to be closed until 3/18/2020. In the interim, the Authority obtained a temporary use permit for an alternate access road, 3N52. MML is scheduled to start the first week in March 2020.

Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites i.e. INDWT, LACFDEL, OAT, AGH, UCLA, BKK, and DPW038. Planned work is on track for all UASI 17 sites with the exception of MIR, which was put behind schedule due to complications locating a water main that traverses the site. At this time, all sites are expected to meet the completion deadline. The LA-RICS Program was granted a 30 day extension to allow MIR to finish within the performance period, however despite the best efforts of the contractor the site will not finish until 5/14/2020. For that reason, LA-RICS reallocated funds to Grant Year 2018 for MIR to complete the construction budget.
- Three of the sites in the LMR network have recently undergone design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and the site identification changed to RPVT. The only site still requiring jurisdictional consent on equipment location is SPH the agency pending approval is FAA. The Authority and MSI met in February to address change order requests for design scope exceed that of base contract for microwave at the aforementioned sites.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is an on-going challenge. Therefore, on February 27th the Authority sent MSI a letter notifying the contractor that the drawing submission and review process shall be carried out in accordance with the agreement once again. The contractually stipulated method for submission and review of the drawings was previously supplanted by live joint reviews between LA-RICS Authority and MSI and its' contractors in order to attempt to save as much time as possible. That deviation from contract specification was done in October of 2018 and lasted through early 2020. Forty-four (44) building permit applications (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, and RIH) have been submitted and approvals have been received for thirty-nine (39) of the forty-four sites.
- Below is an update of the remaining LMR sites and projected permit submission dates based on IMS dated 0/22/2020.

SPH 6/18/2020, SPN 2/20/2020 TWR 2/18/2020, TOP 2/20/2020, CPK 2/20/2020, DPK 2/21/2020, BJM 2/21/2020, LACF072 2/21/2020, RPVT 4/3/2020, ESR 2/18/2020, MTL2 3/24/2020, GRM 3/19/2020, RHT 12/9/2019, SPH 6/18/2020, UNIV 4/14/2020.
- As of 2/13/2020 forty (40) executed SAA's and a Special Use Permit (SUP) at five (5) USFS sites allowing construction starts are in place.

LMR SITES

This map displays the locations of various LMR (Long-term Monitoring and Research) sites in the San Francisco Bay Area. The sites are marked with colored cones and labeled with three-letter codes. The legend indicates the status of each site:

- INITIAL DRAWING STAGE (2S): Blue cone
- 75% DRAWING STAGE (4): Green cone
- 100% DRAWING STAGE (1): Orange cone
- SITES IN CONSTRUCTION (6): Purple cone
- SITES COMPLETE (15): Red cone
- BP (22) IN PROGRESS (10): Black star

Map data sources: Data SIO, NOAA, U.S. Navy, NGA, GEBCO; Image Landsat/Copernicus; Data LDEO-Columbia, NSF, NOAA; Data USGS.

Google Earth

AGENDA ITEM C



Monthly Report #78

Reporting Period: 2/6/2020 thru 2/24/2020

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

Table of Contents

1. Executive Summary.....	3
2. Project Status	11
2.1 Tasks in Progress or Completed	11
2.2 Tasks Planned for Next Period	12
3. Project Risk Register.....	14
4. Areas of Concern.....	14
5. Disputes and Claims	15
6. Financial Status	15
7. LA-RICS Master Schedule	15

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 SYSTEMN 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.

This report covers the period from 2/6/2020 thru 2/24/2020

During this reporting period Phase 1 design tasks continue for the remaining LMR sites, including Coastal and USFS sites. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings for the remaining LMR sites not yet permitted including 8 of 13 USFS sites, 8 Coastal sites, and other sites including RHT,

RPVT, UNIV (2 locations, 2 separate jurisdictions) and SPH.

MSI is completing the construction drawings for 7 of 8 Coastal sites, in parallel with the Coastal zoning application development process for LA County Department of Regional Planning (DRP). The GRM Coastal site is in the City of Los Angeles jurisdiction and its construction drawings are under development. The USFS Decision Memo was received on 11/1/2019 associated with the 13 USFS LMR sites. LA-RICS submitted Plans of Development to USFS and reviewed a site example with USFS representatives during a kickoff meeting on 12/5/2019. Special Use Permits for 5 of the 13 USFS sites, originally expected in early December, were received on 2/7/2020, with three of the sites (PRG, WMP, WTR) currently under construction following issuance of permits by LA County DRP. The construction mobilization for the LPC Site is scheduled for 3/02/20 and MML on 3/09/20 based on Health and Safety and Soil Management plans submitted 2/21/20. Three additional USFS SUPs, for sites JPK2, MDI and PMT, were received on 2/21/20. MSI submitted these SUP's to LA County DPW on 02/24/20.

The Authority and MSI senior management team continue to meet bi-weekly to review the project's critical path schedule. Revised Acceptance Test Plans were developed and approved to support this schedule. Amendment 42 was approved by LA-RICS JPA Board for negotiations and executed between MSI and LA-RICS. This Amendment reflects credits associated with the agreed to accelerated functional and coverage test revisions.

LMR System Design

System design activities for this period include subsystem design, backhaul network design, narrowband mobile data network design, Spectrum Fingerprinting and Noise Floor Monitoring (SF-NFM), and incorporation of system design parameters into the construction drawing process. RPVT site was tested for SF-NFM in the period following clearing of the area for the new LMR improvements, completing the initial tests for all sites.

LA-RICS requested MSI to provide a quote for subsystem redesign resulting in new equipment order reductions and re-utilization of earlier delivered equipment. MSI and LA-RICS continue negotiation related to the cost associated with this RFQ.

LA-RICS is coordinating activities, including LASD narrow banding and LA County fire Channel 14 voice cutover to Channel 16, in parallel with LMR System deployment. To maintain the project schedule, the narrow banding needs to be completed by August 2020. MSI was informed on 2/24/20 by LA-RICS that LASD will only narrowband Channel 16 legacy systems that will remain in long term operation. MSI will evaluate the impact to the planned frequency migrations and overall project schedule.

MSI has installed specialized UHF antennas at two sites in the Downtown Los Angeles cell to see if this mitigates some of the digital television interference intermittently experienced at several sites. We will continue to monitor performance on a long-term basis.

System Management and Monitoring System – Updated SMMS design documents were provided to LA-RICS for review. LA-RICS has provided comments on the SMMS design documentation. Design and Planning for LA-RICS Network Operations Center (NOC) is in progress. 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.

System Upgrade to Version 7.18 – MSI completed core site upgrades in January and upgraded LA-RICS dispatch center logging consoles during the first three weeks of February.

LA-RICS Deliverables - Authority Site Access Agreements

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 (41 out of 58) Site Access Agreements have been executed, with the execution of the SAA's for GRM and BHS sites.

Site Design Activities

MSI updated USFS Plans of Development (POD's) for site construction and site logistics, supplied in 4Q2019. These have been incorporated in the SUPs, with 8 issued to date and 5 still under review by USFS. The issuance of USFS Special Use Permits (SUP) has been delayed. The first group of 5 SUP 's were issued on 2/7/20, 3 additional SUP's were received on 2/21/20. The remaining SUP's are now forecasted in March. As of February 21, 2020, 5 of 9 USFS building permit packages have been approved by LA County DPW. LA-RICS has determined that the BUR1 Site will be powered by solar energy. LA-RICS has asked MSI to work with SunGreen Systems to provide an alternative power solution in lieu of commercial utility power. This alternative power solution will require changes to the site layout and internal power distribution design. The road to the MTL2 site, sections of which are in need of repair, remains a challenge. MSI has provided several quotes for design and repair of the road, and recently evaluated an alternate route that is not viable. Recently MSI provided a budgetary estimate for an alternative site staging and construction methodology. LA-RICS owes MSI direction as to what option they wish to pursue.

Site Acquisition Agreement drawing exhibits and designs continue to be refined for the following replacement sites or locations, coordinating these with their respective site owners: San Pedro Hill (SPH) and Los Verdes Golf Course (RPVT). MSI has received LA County DRP comments for all seven of the Coastal sites within their jurisdiction and is updating these zoning application packages. LA-RICS continues to address easements needed by the electrical utility to bring commercial power to numerous sites.

Green Mountain (GRM) Coastal site has been deemed zoning exempt by the City of Los Angeles. GRM site construction drawings have been submitted to LA-RICS for initial review, pending updates from the recently received geotechnical drilling tests that are required to finalize the designs. The development of replacement site designs for San Pedro Hill (SPH), Rancho Palos Verdes/Los Verdes Golf Course (RPVT), and Universal (UNIV) are in process. A permanent power solution to the BKK site is in design and will be coordinated with the site owner, since a shared transformer is to be upgraded. Mirador (MIR) site's revised generator/fuel tank foundation location has been cleared by LA County DRP. MSI is still waiting for a change order request approval associated with the additional engineering analyses and designs associated with the tower's location south of the existing shelter. MSI has proactively moved forward with the design updates

with geotechnical and civil engineers, and the resubmission of the tower design is pending the receipt of an updated tower erection and assemble package by Sabre Tower.

Rolling Hills Transit (RHT) and Pine Mountain (PMT) site plans have been jointly reviewed and submitted to plan check last period, with initial comments or approvals from LA County DRP reviewers received.

43 site design packages been submitted for building department plan check to date.

Pre-Construction Activities

MSI developed USFS Plans of Development (POD's) for USFS, and turned around pre-construction supplements to these PODs that LA-RICS requested prior to their authorization of mobilizations at the five initially permitted USFS sites.

38 site permits have been received.

Construction Activities

During this reporting period, Phase 2 construction tasks continue. 34 of 58 sites are substantially complete or under construction, including the recently permitted WMP, WTR, and PRG sites. LPC and MML are delayed due to road access issues. To date, 13 of 42 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, CRN, AGH, OAT, DPW38, and LACFDEL. 12 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK, CRN, OAT, BKK, and UCLA. 10 of 15 Existing Tenant Improvement shelters are complete and 1 (SGH) of 23 Concrete Masonry Unit (CMU) block shelters is complete. MSI is working with LA-RICS to obtain Phase 2 construction completion acceptance by sites, as Phase 2 civil site work is completed. MSI has submitted over 20 Phase 2 Construction Closeout Packages.

The site construction at UCLA continues. MSI accommodated LA-RICS with a re-design of the rooftop support structure to allow for the installation of PSBN2 cabinets, and a last minute request to lift PSBN2 equipment and materials at UCLA while the LMR crane was on-location, saving LA-RICS in excess of \$50,000.



Equipment Supply

MSI responded to a Request for Quote to evaluate the potential RF subsystem reduction and re-use of delivered LMR equipment originally intended for certain sites. The joint teams are finalizing these equipment list adjustments by site. MSI is expediting equipment deliveries associated with UASI 2017 sites.

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 4a internal site audits and checks were completed. Equipment and antenna crews are being prioritized on Phase 4a UASI 2017 grant-funded work.

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

Category	Rating	Change	Comments
Schedule			<p>Integrated Master Schedule dated 9/16/2019 has been approved by LA-RICS. The current schedule shows LMR System Acceptance on 3/21/2022. Activity sequencing and durations for SMMS, NMDN, Frequency Licensing and Coordination, and Backhaul Sequencing are being communicated to LA-RICS.</p> <p>The Authority and MSI continue to optimize the construction drawing review and approval process for the remaining sites, including the eight Coastal sites.</p>
Risk			<p>Risk items have been identified regarding: site selection, 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. Potential for additional USFS site environmental mitigation measures.</p>

2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

2.1 Tasks in Progress or Completed

The following depict the task activity that occurred during the current reporting period.

Site ID	Activity Name	Activity Status
BHS	Site Access Agreement Finalized	Complete
GRM	Site Access Agreement Finalized	Complete
System	7.18 Upgrade	Complete
AGH	Install Power Infrastructure	In Process
AGH	DC Wiring Complete - DC Plant - FNE & MW Racks	In Process
BKK	Emergency Power System Completed	In Process
BMT	Civil Site Audit Walk and corrections addressed	In Process
BMT	Site Complete with Power	In Process

CLM	Civil Site Audit Walk and corrections addressed	In Process
MIR	Construction Drawings - Tower Permitting Package Created and Ready to Submit for BP (REV1) – placed on hold 1/15/2020 pending relocation	Complete
System	DTVRS UHF, LARTC, ACVRS Licensing and Frequency Plan	In Process

2.2 Tasks Planned for Next Period

The following depict the task activity that is planned for the next reporting period.

Site ID	Activity Name	Activity Status
BHS	Construction Start / Mobilization	Planned
BKK	Install Microwave Dishes and Outdoor Units	Planned
CLM	Phase 2 Customer Acceptance with Power On	Planned
CRN	Install Antennas & Lines, Fixed Network Equipment	Planned
DPW38	Phase 2 Customer Acceptance (less Utility power)	Planned
JPK2	USFS Special Use Permit (SUP) Issued	Planned
LPC	USFS Special Use Permit (SUP) Issued	Planned
LACFDEL	CMU Shelter Build/HVAC/FS Installation	Planned
MLM	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
MMC	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
OAT	Install Antennas & Lines, Fixed Network Equipment	Planned
ONK	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
PRG	USFS Special Use Permit (SUP) Issued	Planned
RIH	Construction Start / Mobilization	Planned
UCLA	Abatement Work Completed	Planned
UCLA	Install Power Infrastructure	Planned
WMP	USFS Special Use Permit (SUP) Issued	Planned

WTR	USFS Special Use Permit (SUP) Issued	Planned
-----	--------------------------------------	---------

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 functional and coverage testing to achieve System Acceptance in March 2022.	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)	159,528,679
Cumulative Invoice Payments from Last Report	90,504,617
Total Invoice Payments This Period	36,208
Remaining Amount to be Paid	68,987,854

7. LA-RICS Master Schedule

A new baseline for the master schedule has been approved 12/5/2019. The most recent weekly master schedule update has a data date of 2/15/2020.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 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>	February 3, 10, 17 and 20, 2020
<i>Attendance at the Maritime Security Committee Meeting</i>	February 5, 2020
<i>Attendance at the National Sheriff Association (NSA) Winter Conference</i>	February 7 – 13, 2020
<i>Meeting with representative from Covina Police Department</i>	February 19, 2020
<i>Meeting with representatives from Cal State University Northridge (CSUN)</i>	February 20, 2020
<i>Meeting with representative from Department of Children and Family Services (DCFS)</i>	February 24, 2020
<i>Meeting with representative from South Pasadena Police Department</i>	February 25, 2020
<i>International Public Safety Association (IPSA) Conference and Meeting</i>	February 26 – 28, 2020

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

Executive Director Scott Edson attended the Maritime Security Committee Meeting at the Port of Long Beach where he provided the attendees with an update on LMR and LTE2.

AGENDA ITEM F

Executive Director Scott Edson attended the NSA Winter Conference in Washington, D.C.

Members of the LA-RICS Team met with Captain Walczak from Covina Police Department to discuss needs assessment and migration planning.

Members of the LA-RICS Team met with representatives from CSUN to conduct basic radio testing and discuss migration planning and dispatch needs.

Members of the LA-RICS Team met with representatives from DCFS to distribute radios and discuss dispatch needs.

Members of the LA-RICS Team met with representatives from South Pasadena Police Department to discuss radio needs.

Executive Director Scott Edson attended the IPSA Conference in Tempe, AZ.

Lastly, Volume 5, Issue 1 of the Newsletter is scheduled for release in March.

WST:pdd



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

A handwritten signature in blue ink, reading "Scott Edson", is placed over the printed name and title.

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

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for the quarter ending December 31, 2019.

Attachment

GS:pdd

Los Angeles Regional Interoperable Communications System Authority (LA-RICS)
Statement of Receipts & Disbursements for AT&T Business Agreement Fund For Public Safety Broadband Network (PSBN)
October 1, 2019 through December 31, 2019

					Fund V5A
Cash Balance, as of October 1, 2019					\$ 3,548,367.47
Description	Unit	Record Date	Amount		
Receipts:					
INTEREST ALLOCATION FOR THE MONTH ENDING September 30, 2019		10/01/19	5,435.38		
AT&T for SCE's fiber services provided at 9 Cell-On-Wheel (COW) sites from PSBN Ro		10/22/19	90,562.50		
INTEREST ALLOCATION FOR THE MONTH ENDING October 31, 2019		11/01/19	8,804.84		
INTEREST ALLOCATION FOR THE MONTH ENDING November 30, 2019		12/01/19	6,142.51		
Total Receipts			110,945.23		
Total Beginning Cash Balance and Receipts					\$ 3,659,312.70
Disbursements:					
FY19/20-MH01	COUNTY LA-RICS - MENTAL HEALTH	55902	10/16/19	9,035.21	
FY19/20-MH02	COUNTY LA-RICS - MENTAL HEALTH	55902	10/16/19	7,961.72	
FY19/20-1835	SD EDSON, INC	55902	10/21/19	9,948.32	
FY19/20-SH04	COUNTY LA-RICS-SHERIFF'S	55902	10/21/19	6,265.55	
FY19/20-1831	TELEVATE, LLC.	55902	10/23/19	27,467.00	
FY19/20-1836	TELEVATE, LLC.	55902	10/23/19	24,232.25	
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55902	10/30/19	1,036.93	
FY19/20-MH03	COUNTY LA-RICS - MENTAL HEALTH	55902	11/05/19	6,619.86	
FY19/20-IS01	COUNTY LA-RICS - ISD	55902	11/15/19	1,083.28	
FY19/20-1851	SD EDSON, INC	55902	11/25/19	15,033.47	
FY19/20-1854	TED PAO	55902	11/25/19	886.72	
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55902	11/27/19	475.60	
FY19/20-1855	EASTGROUP PROPERTIES, LP	55902	12/05/19	120,000.00	
FY19/20-1860	TELEVATE, LLC.	55902	12/11/19	24,516.00	
FY19/20-AC01	COUNTY LA-RICS - AUDITOR CONTROLLER	55902	12/12/19	14,447.50	
FY19/20-CC01	COUNTY LA-RICS-COUNTY COUNSEL	55902	12/12/19	1,417.35	
FY19/20-CC02	COUNTY LA-RICS-COUNTY COUNSEL	55902	12/12/19	322.13	
FY19/20-MH04	COUNTY LA-RICS - MENTAL HEALTH	55902	12/12/19	33.56	
FY19/20-SH06	COUNTY LA-RICS-SHERIFF'S	55902	12/12/19	7,118.96	
FY19/20-DA01	COUNTY LA-RICS DISTRICT ATTORNEY'S OFFICE	55902	12/17/19	58,958.97	
FY19/20-1870	SD EDSON, INC	55902	12/19/19	8,681.40	
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55902	12/31/19	12.00	
Subtotal - Member Funded JPA Operations Costs				345,553.78	
FY19/20-1823	KYLE ZUNIGA	55906	10/02/19	1,169.75	
FY19/20-1844	SOUTHERN CALIFORNIA EDISON CO.	55906	10/30/19	90,562.50	
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55906	10/30/19	438.01	
FY19/20-IS01	COUNTY LA-RICS - ISD	55906	11/15/19	430.20	
FY19/20-RR01	COUNTY LARICS-REGISTRAR-RECORDER	55906	11/15/19	26,600.25	
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55906	11/27/19	12.00	
FY19/20-1855	EASTGROUP PROPERTIES, LP	55906	12/05/19	88,711.08	
FY19/20-CC01	COUNTY LA-RICS-COUNTY COUNSEL	55906	12/12/19	5,786.30	
FY19/20-CC02	COUNTY LA-RICS-COUNTY COUNSEL	55906	12/12/19	1,610.63	
Subtotal - LTE Administrative Costs				215,320.72	
FY19/20-1841	VERIZON WIRELESS	55908	10/15/19	417.48	
FY19/20-MH01	COUNTY LA-RICS - MENTAL HEALTH	55908	10/16/19	6,888.24	
FY19/20-MH02	COUNTY LA-RICS - MENTAL HEALTH	55908	10/16/19	6,619.86	
FY19/20-SH01	COUNTY LA-RICS-SHERIFF'S	55908	10/21/19	29,376.95	
FY19/20-SH03	COUNTY LA-RICS-SHERIFF'S	55908	10/21/19	35,681.76	

Description	Unit	Record Date	Amount	
TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55908	10/30/19	24.00	
FY19/20-MH03 COUNTY LA-RICS - MENTAL HEALTH	55908	11/05/19	6,530.40	
FY19/20-1838 Jacobs Engineering	55908	11/06/19	8,675.15	
FY19/20-1852 VERIZON WIRELESS	55908	11/12/19	456.08	
FY19/20-IS01 COUNTY LA-RICS - ISD	55908	11/15/19	143.40	
FY19/20-1853 NANCY YANG	55908	11/25/19	93.50	
TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55908	11/27/19	28.00	
FY19/20-1849 Jacobs Engineering	55908	12/09/19	6,560.00	
FY19/20-AC01 COUNTY LA-RICS - AUDITOR CONTROLLER	55908	12/12/19	14,447.50	
FY19/20-AC02 COUNTY LA-RICS - AUDITOR CONTROLLER-ADMIN SI	55908	12/12/19	2,970.00	
FY19/20-CC01 COUNTY LA-RICS-COUNTY COUNSEL	55908	12/12/19	3,557.90	
FY19/20-CC02 COUNTY LA-RICS-COUNTY COUNSEL	55908	12/12/19	3,268.19	
FY19/20-MH04 COUNTY LA-RICS - MENTAL HEALTH	55908	12/12/19	28.47	
FY19/20-SH05 COUNTY LA-RICS-SHERIFF'S	55908	12/12/19	40,462.49	
FY19/20-1874 VERIZON WIRELESS	55908	12/15/19	508.07	
FY19/20-1872 Jacobs Engineering	55908	12/20/19	7,148.72	
FY19/20-1875 SOUTHERN CALIFORNIA EDISON CO.	55908	12/22/19	6.71	
Subtotal - LMR Administrative Costs			173,892.87	
Total Disbursements			\$	734,767.37
Ending Cash Balance, December 31, 2019			\$	2,924,545.33

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division
KY 1/30/20



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 2020

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

Dear Directors:

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF EXECUTIVE DIRECTOR AND ALTERNATE APPOINTMENT

RECOMMENDED ACTION

It is recommended that your Board re-appoint Mark Alexander and the Executive Director as the LA-RICS Designee and Alternate designee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) in accordance with the provisions of Article 7 of the CJPIA.

BACKGROUND

At the Authority Board meeting of June 19, 2013, your board delegated authority to the Executive Director, on behalf of the JPA, to take all necessary actions to become a member of the CJPIA, and to participate in its liability program for self-insured loss pooling at the limits previously specified. On June 26, 2013, the CJPIA Executive Committee voted unanimously to allow membership to the Authority. As part of the membership process, the CJPIA requires the attached Certification of Director and Alternate(s) be completed annually and return to the CJPIA. We return to your Board today to request that you re-appoint Mark Alexander and the Executive Director as the Designee and Alternate designee on the CJPIA as the LA-RICS representatives.

Executive Director Scott Edson and Board Member Mark Alexander are currently the Board designees for the CJPIA. Updating the Certification of Director and Alternate form would allow the California JPIA members to certify our designees at its Annual Board of Directors meeting scheduled for **Wednesday, July 15, 2020**.

AGENDA ITEM H

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SE:WST:ppd

Enclosure

cc: Counsel to the Authority



CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

I hereby certify that as of this date, the Official Minutes and Records of the Board of the Los Angeles Regional Interoperable Communications System (LA-RICS) confirm that the following persons have been appointed to represent the LA-RICS, in accordance with the provisions of Article 7 of the California Joint Powers Insurance Authority Joint Powers Agreement.

DIRECTOR (Board Member):

<u>Mark Alexander</u>	<u>LA-RICS Board Member</u>	<u>malexander@lcf.ca.gov</u>
Name	Title	email address

ALTERNATE(S) (one or more, may be Board Member or staff):

<u>Scott Edson</u>	<u>Executive Director</u>	<u>Scott.Edson@la-rics.org</u>
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

Priscilla Lara, LA-RICS Board Secretary
Secretary Signature

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority
Agency (please print agency name)

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

March 5, 2020

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

Dear Directors:

REQUEST TO REINSTATE CITY OF SOUTH PASADENA AS A MEMBER AGENCY IN THE LA-RICS AUTHORITY

SUBJECT

Board approval is requested to accept the City of South Pasadena's request to reinstate its membership into the LA-RICS Authority, as a member agency of the Joint Powers Authority (JPA).

RECOMMENDED ACTION

It is recommended that your board:

1. Approve the reinstatement of the City of South Pasadena 's membership into the LA-RICS Authority as a member agency of the JPA; and
2. Authorize the Executive Director to provide notice to the City Manager of South Pasadena that the Board of Director's has accepted their request to reinstate their LA-RICS membership as a member agency in the JPA.
3. Authorize the Chair of the Board of Directors or his designee, to execute the Joint Powers Agreement with the City of South Pasadena to allow for the City of South Pasadena's participation as a member agency.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the meeting of August 21, 2014, your Board unanimously voted to extend the deadline for submission of written notices of withdrawal from November 24, 2014, to November 24, 2015. Your Board also requested the Executive Director to reach out to

those member agencies who had previously notified LA-RICS of their desire to opt-out, that they could amend their decisions.

On April, 22, 2015, the City Council of South Pasadena, approved a motion to withdraw its LA-RICS Membership. For the past couple of years, Board Member Joe Ortiz has worked diligently to ascertain support from South Pasadena's City leaders to support reinstating membership into LA-RICS.

On February 5, 2020, the City Council of South Pasadena approved a request from the City Manager to execute reinstatement of their LA-RICS membership. The resolution memorializing the City Council's action is attached as an Enclosure.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

CONCLUSION

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

Respectfully submitted,

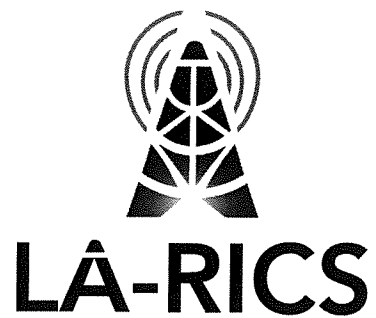


SCOTT EDSON
EXECUTIVE DIRECTOR

SE:WST:pdd

Enclosure

cc: Counsel to the Authority



The Los Angeles
Regional Interoperable
Communications System
Authority

Joint Powers Agreement

January 2009

AGENDA ITEM I - ENCLOSURE

**The Los Angeles Regional Interoperable Communications System Authority
Joint Powers Agreement
Table of Contents**

RECITALS	1
Article I - GENERAL PROVISIONS	1
1.01 Purpose.....	1
1.02 Creation of Authority.....	2
1.03 Membership in the Authority.....	2
1.04 Term.....	2
Article II - Board of Directors.....	3
2.01 Composition of the Board.....	3
2.02 Appointment of Directors.....	3
2.03 Purpose of Board.	4
2.04 Specific Responsibilities of the Board.	5
2.05 Startup Responsibilities.....	6
2.06 Meetings of the Board.	7
2.07 Minutes.....	7
2.08 Voting.	7
2.09 Quorum; Required Votes; Approvals.....	7
Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES.....	8
3.01 Chairperson, Vice-Chairperson and Secretary.....	8
3.02 Treasurer.....	8
3.03 Auditor.....	9
3.04 Bonding of Persons Having Access to Property.....	9
3.05 Other Employees.....	9
3.06 Privileges and Immunities from Liability.	9
3.07 Advisory Committees.	9
3.08 Membership of Advisory Committees.....	10
3.09 Meetings of Advisory Committees.	10
3.10 Officers of Advisory Committees.	10
Article IV - POWERS	10
4.01 General Powers.....	10
4.02 Power to Issue Bonds.	10
4.03 Specific Powers.....	11
4.04 Limitation on Exercise of Powers.	12
4.05 Obligations of Authority.	12
4.06 Additional Powers to be Exercised.....	12

**The Los Angeles Regional Interoperable Communications System Authority
Joint Powers Agreement
Table of Contents**

Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS	12
5.01 Adoption of Funding Plan.	12
5.02 Contributions.	13
5.03 Accounts and Reports.	13
5.04 Funds.	13
5.05 Sharing of Frequencies.	14
5.06 Violations.....	14
5.07 System Components.	14
5.08 Adverse Impacts on System.....	15
Article VI - WITHDRAWAL AND TERMINATION.....	15
6.01 Withdrawal by Members.....	15
6.02 Financial Liabilities of Withdrawing Members.....	16
6.03 Retention of Assets by Withdrawing Members.....	16
6.04 Termination of Authority and Disposition of Authority Assets.	16
Article VII - MISCELLANEOUS PROVISIONS	17
7.01 Notices.	17
7.02 Amendment; Addition of Members.	18
7.03 Fiscal Year.	18
7.04 Consents and Approvals.	18
7.05 Amendments to Act.....	18
7.06 Enforcement of Authority.....	18
7.07 Severability.....	18
7.08 Successors.....	19
7.09 Assignment.....	19
7.10 Governing Law.	19
7.11 Headings.	19
7.12 Counterparts.....	19
7.13 No Third Party Beneficiaries.....	19
7.14 Filing of Notice of Agreement.	19
7.15 Conflict of Interest Code.....	19
7.16 Indemnification.	19
7.17 Dispute Resolution/Legal Proceedings.....	20

Exhibit

A – Members

**Joint Powers Agreement to Establish
The Los Angeles Regional
Interoperable Communications System Authority**

THIS JOINT POWERS AGREEMENT (the "Agreement") is made as of the Effective Date by and between the public agencies set forth in Exhibit A.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

Whereas the Members require wide area and interoperable communications, and Members acting independently have limited resources to construct a communications network providing these capabilities; and,

Whereas the Members have determined that working in concert to share radio communications resources is in the public interest, as doing so would provide the most effective and economical radio communications network for all participating public agencies; and,

Whereas the Members agree that the collective goal is to evaluate, establish, and participate in a public safety radio network to meet or enhance current public safety radio communications needs of Members and to provide an architecture capable of expanding to meet future needs; and,

Whereas, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et. seq., (the "Act") to enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, the Members agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose.

This Agreement is to create an agency to exercise the powers shared in common by its Members to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (hereinafter referred to as the "Los Angeles Regional Interoperable Communications System", "LA-RICS", or the "System"). As part of this

purpose, Members will seek to meet or enhance the current public safety communications needs with a System capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of the System. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

1.02 Creation of Authority.

Pursuant to the Act, the Members hereby create a public entity to be known as the “Los Angeles Regional Interoperable Communications System Authority” (hereinafter, the “Authority”). The Authority shall be a public entity separate and apart from the Members who shall administer this Agreement. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.

1.03 Membership in the Authority.

Participation in the Authority is limited to public agencies, as defined by the Act, in the greater Los Angeles area that have approved and executed this Agreement, and contributed resources of any kind toward the construction and/or on-going operation of the System (including, but not limited to financial, personnel, frequency, equipment, radio site, real estate or other resources), as approved by the Board of Directors.

1.04 Term.

This Agreement shall become effective, and the Authority shall come into existence, when each of the following occurs (the “Effective Date”):

- (a) The Agreement is authorized and executed by the City of Los Angeles and the County of Los Angeles; and
- (b) Forty-five days has elapsed after the authorization and execution of the Agreement by both the City of Los Angeles and County of Los Angeles.

Prior to the Effective Date, public agencies may become Members of the Authority, without Board approval, by adoption and execution of this Agreement. After the Effective Date, membership is subject to approval by the Board as set forth in Section 7.02(a) of this document.

Article II - Board of Directors.**2.01 Composition of the Board**

The Authority shall be administered by a Board of Directors (the "Board") consisting of a minimum of eight (8) Directors and not more than seventeen (17) Directors identified by the following appointing authorities:

1. The City of Los Angeles City Administrative Officer
2. The City of Los Angeles Fire Chief
3. The City of Los Angeles Police Chief
4. The City of Los Angeles Chief Legislative Analyst
5. The County of Los Angeles Chief Executive Officer
6. The County of Los Angeles Fire Chief
7. The Sheriff of Los Angeles County
8. The County of Los Angeles Department of Health Services Director
9. The Los Angeles Unified School District Police Chief
10. The City of Long Beach
11. The Los Angeles Area Fire Chiefs Association
12. The Los Angeles County Police Chiefs Association
13. The California Contract Cities Association
14. At Large
15. At Large
16. At Large
17. At Large

2.02 Appointment of Directors

- (a) Each of the officials listed in 1 through 9 above may appoint one Director and one Alternate Director to the Board when the agency such official represents becomes a Member.
- (b) The City of Long Beach may appoint one Director and one Alternate Director to the Board when the City of Long Beach becomes a Member.
- (c) Each of the Associations listed in 11 and 12 above may appoint one Director and one Alternate Director to the Board when at least one member of their respective Association becomes a Member of the Authority.
- (d) The California Contract Cities Association may appoint one Director and one Alternate Director to the Board when at least one member of the Association becomes a Member of the Authority. In order to participate in the selection process, Association members must also be Members of the Authority.

(e) At Large Directors and Alternate Directors shall be selected by a majority vote of Member cities, other than the Cities of Los Angeles and Long Beach, as follows:

- (1) One At Large Director (and one Alternate Director) must represent a Member city that operates both independent police and fire departments;
- (2) Two At Large Directors (and two Alternates) must represent Member cities that operate an independent police department and/or an independent fire department; and
- (3) One At Large Director (and one Alternate Director) must represent a Member city not otherwise represented on the Board.

(f) Within fifteen (15) days after the Effective Date, eligible Member cities shall endeavor to meet and provide for the selection of the At Large Directors and Alternate Directors, and all other entities shall endeavor to appoint their Directors and Alternates. The logistics for filling the At Large Director and Alternate Director vacancies shall be provided for in the bylaws.

(g) At the time of appointment and for the duration of service, Directors and Alternate Directors shall be employees or officers of Members. All Directors and Alternate Directors shall be non-elected officials, with the sole exception of the Los Angeles County Sheriff.

(h) The term of office of each Director and Alternate Director shall be two years, or until a successor has been appointed. Directors and Alternate Directors may serve an unlimited number of terms.

(i) No Member can hold more than one seat on the Board concurrently, except that the County of Los Angeles and the City of Los Angeles can hold the Board seats designated by the eight individuals listed in items 1 through 8 in Section 2.01.

(j) An Alternate Director may act in their Director's absence and shall exercise all rights and privileges of a Director.

(k) Each Director and each Alternate Director shall serve at the pleasure of the appointing authority and may be removed by the appointing authority at any time without notice.

(l) Notice of any removal or appointment of a Director or Alternate Director shall be provided in writing to the Chair of the Board.

2.03 Purpose of Board.

The general purpose of the Board is to:

- (a) Provide structure for administrative and fiscal oversight;
- (b) Identify and pursue funding sources;
- (c) Set policy;
- (d) Maximize the utilization of available resources; and
- (e) Oversee all Committee activities.

2.04 Specific Responsibilities of the Board.

The specific responsibilities of the Board shall be as follows:

- (a) Identify participating entities needs and requirements;
- (b) Develop and implement a funding plan (the "Funding Plan") for the construction and on-going operation of a shared voice and data system;
- (c) Formulate and adopt the budget prior to the commencement of the fiscal year;
- (d) Hire necessary and sufficient staff and adopt personnel rules and regulations;
- (e) Adopt rules for procuring supplies, equipment and services;
- (f) Adopt rules for the disposal of surplus property;
- (g) Establish committees as necessary to ensure that the interests and concerns of each user agency are represented and to ensure operational, technical and financial issues are thoroughly researched and analyzed;
- (h) Provide for System implementation and monitoring;
- (i) Determine the most appropriate and cost effective maintenance plan for the System;
- (j) Provide for System maintenance;
- (k) Adopt and revise System operating policies and procedures, as well as technical and maintenance requirements;
- (l) Review and adopt recommendations regarding the establishment of System priorities and task groups;
- (m) Address concerns of all System user agencies;
- (n) Oversee the establishment of long-range plans;

- (o) Conduct and oversee System audits at intervals not to exceed three years;
- (p) Arrange for an annual independent fiscal audit;
- (q) Adopt such bylaws, rules and regulations as are necessary for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement; and
- (r) Discharge other duties as appropriate or required by statute.

2.05 Startup Responsibilities

The Authority shall have the duty to do the following within the specified timeframe or, if no time is specified, within a reasonable time:

- (a) To establish within three (3) months of the Effective Date of this Agreement the Advisory Committees designated in Section 3.07;
- (b) To use its best efforts to develop and adopt within nine (9) months of the Effective Date of this Agreement:
 - (1) A plan specifying a means or formula for determining the timing and sequencing of construction of the System consistent with the functional specifications; and
 - (2) A Funding Plan specifying a means or formula for funding the construction, operation and maintenance of the System; such Funding Plan shall include an allocation of costs among the Members, subscribers, and other funding sources;
- (c) To establish System participation pricing including start-up costs, and ongoing Subscriber/Member unit pricing to cover System operations, technical upgrades, and System replacement reserves;
- (d) To encourage other governmental and quasi-governmental agencies, including but not limited to, the State and Federal government, and special districts, to participate in LA-RICS;
- (e) To establish policies and procedures for the voluntary transfer and/or sharing of assets from Members;
- (f) To retain legal counsel; and
- (g) To evaluate the need for, acquire and maintain necessary insurance.

2.06 Meetings of the Board.

- (a) Regular Meetings. The Board shall provide for its regular meetings provided, however, that at least one regular meeting shall be held quarterly. The date, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of the resolution shall be transmitted to each of the Members.
- (b) Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the bylaws.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950). As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member, Director and Alternate Director.
- (d) First Meeting. The first meeting of the Board shall be no sooner than fifteen (15) days after the Effective Date.

2.07 Minutes.

The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each Director, the Members and other parties upon request.

2.08 Voting.

All voting power of the Authority shall reside in the Board. Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Alternate's Director. No absentee ballot or proxy shall be permitted.

2.09 Quorum; Required Votes; Approvals.

A majority of the appointed Directors shall constitute a quorum of the Board for the transaction of business except that less than a quorum or the Secretary may adjourn meetings of the Board from time-to-time. The affirmative votes of a majority of the appointed Directors shall be required to take any action by the Board, except, two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:

- (a) Establish start-up contributions from Members;
- (b) Adopt a Funding Plan;

- (c) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, levy and collect, or cause to be collected, communication impact fees on new residential, commercial, and industrial development, as authorized by local, state, and federal law;
- (d) Change the designation of Treasurer or Auditor of the Authority;
- (e) Issue bonds or other forms of debt;
- (f) Adopt or amend the bylaws; and
- (g) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, exercise the power of eminent domain.

Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES

3.01 Chairperson, Vice-Chairperson and Secretary.

For each fiscal year, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary, who need not be a Director. In the event that the Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or his/her represented Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

3.02 Treasurer.

The Treasurer and Tax Collector of the County of Los Angeles shall be the Treasurer of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Act. For grants awarded to Members or third parties for use with the System, the Treasurer will work with the Member or third party to put in place appropriate fiscal controls to meet the grant requirements.

3.03 Auditor.

The Auditor-Controller of the County of Los Angeles shall be the Auditor of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Act and generally accepted auditing standards.

3.04 Bonding of Persons Having Access to Property.

Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.

3.05 Other Employees.

The Board shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement.

3.06 Privileges and Immunities from Liability.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or by reason of their employment by the Board, to be subject to any of the requirements of the Members.

3.07 Advisory Committees.

The Board shall establish the following Advisory committees:

- (a) Operations Committee – The Operations Committee's primary purpose is to review and recommend to the Board operating policies and procedures that will ensure the System resources are used efficiently to meet the needs of all Members.
- (b) Technical Committee – The Technical Committee's primary purpose is to review and recommend to the Board policies and procedures related to System performance, maintenance and other technical issues.

(c) Finance Committee – The Finance Committee’s primary purpose is to review and recommend to the Board:

- (1) The Funding Plan;
- (2) A fiscal year budget; and
- (3) Financial policies and procedures to ensure equitable contributions by Members.

(d) Legislative Committee – The Legislative Committee’s primary purpose is to review and recommend to the Board a plan for securing funding from state and federal governments and to advise the Board on regulatory and legislative matters.

3.08 Membership of Advisory Committees.

Each Director shall appoint one voting member to each Advisory Committee.

3.09 Meetings of Advisory Committees.

All meetings of each Advisory Committee shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Committee shall provide notice and the agenda to each Member, Director and Alternate Director.

3.10 Officers of Advisory Committees.

Unless otherwise determined by the Board, each Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary.

Article IV - POWERS

4.01 General Powers.

The Authority shall have the powers common to the Members and which are necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the Members.

4.02 Power to Issue Bonds.

The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code, including the power to issue bonds thereunder.

4.03 Specific Powers.

The Authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) To make and enter into contracts, including but not limited to, agreements for the purpose of acquiring real and/or personal property, equipment, employment contracts and professional services agreements;
- (b) To make and enter into contracts with subscribers who desire to utilize the System for their primary radio communications and affiliates who desire to utilize the System only for mutual or automatic aid;
- (c) To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;
- (d) To acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) To acquire, hold, lease, or dispose of property;
- (f) To employ or engage contractors, agents, or employees;
- (g) To sue and be sued in its own name;
- (h) To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purposes of the Authority;
- (i) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the individual respective Members;
- (j) To invest any money in the treasury, pursuant to the Act, which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and
- (k) To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

4.04 Limitation on Exercise of Powers.

All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Los Angeles, as may be amended from time to time.

4.05 Obligations of Authority.

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to the Act, no Director shall be personally liable on the bonds or subject to any personal liability or accountability by reason of the issuance of bonds.

4.06 Additional Powers to be Exercised.

In addition to those powers common to each of the Members, the Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS**5.01 Adoption of Funding Plan.**

It is a critical goal of the Authority to develop a Funding Plan that identifies funding sources and mechanisms, including a development schedule and phasing plan, which will permit the maximum feasible participation by Members. The Funding Plan shall be descriptive as to the contributions required from Members.

Prior to committing resources for the construction of the System, a proposed Funding Plan as designated in Section 2.05(b)(2) shall be developed.

In order for the Funding Plan to be considered by the Members prior to its adoption, the Board shall distribute the proposed Funding Plan to Members pursuant to Section 7.01. The proposed Funding Plan shall be accompanied by a description of the System, and reports and studies to allow Members to determine the System capability, cost, financing and the effects on individual Members. The Board shall also designate a period, which shall be not less than 60 days, during which Members may provide comments to the Board regarding the proposed Funding Plan.

After the comment period has expired, the Board may:

- (a) Adopt the Funding plan as proposed;
- (b) Revise the Funding Plan to address some or all of the Member comments; or
- (c) Reconsider the Funding Plan at a later date.

Notice shall be given to Members pursuant to Section 7.01 within five days of adoption of the Funding Plan. The notice shall include a copy of the adopted Funding Plan. The Board shall also designate a period, which shall be not less than 35 days after the Funding Plan is adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any Member that withdraws from the Authority within this time period.

After the Funding Plan has been adopted, and until contracts are awarded to design and/or construct the System, if the Funding Plan is revised in a manner which will substantially increase the financial obligations of the Members, then any Member so affected will have a further right to withdraw within a period designated by the Board, which shall be not less than 45 days after the adoption of the Revised Funding Plan. There will be no costs for any Member that withdraws from the Authority within this time period, except for obligations incurred prior to the adoption of the Revised Funding Plan.

5.02 Contributions.

The Members may, in the appropriate circumstance, or when required hereunder:

- (a) Make contributions from their treasuries for the purposes set forth herein;
- (b) Make payments of public funds to defray the cost of such purposes;
- (c) Make advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or
- (d) Use its personnel, equipment or property in lieu of other contributions or advances.

No Member shall be required to adopt any tax, assessment, fee or charge under any circumstances.

5.03 Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Members.

5.04 Funds.

The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted

accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

5.05 Sharing of Frequencies.

Members holding Federal Communication Commission (FCC) licenses to frequencies ("Licensee(s)") shall authorize the Authority to share the use of such frequencies and/or radio stations. Such use shall be in accordance with the Code of Federal Regulations, (47 CFR 90.179).

Any authorization for the use of such license shall be made pursuant to a written agreement between the Member and Authority. Revoking such authorization requires Member to provide twelve (12) months advance written notice to the Authority unless otherwise identified in written agreement. Licenses shall remain primary to the Member holding the license. Only the Member is allowed to make any modifications to its license(s) on behalf of the Authority, and the Authority shall pay all associated fees.

5.06 Violations.

Payment of fines and penalties imposed for operational or equipment violations shall be the responsibility of the entity committing the violation. If the entity responsible for a violation is not the FCC Licensee, then the responsible entity shall pay forthwith any fines imposed upon the Licensee, as specified in the bylaws.

5.07 System Components.

The System is comprised of components that include physical plant, infrastructure, frequencies, user equipment, and dispatch center equipment (the "System Components") as described in this Section 5.07. Members shall retain ownership of System Components that they contribute to construct or operate the System, unless otherwise agreed to in writing. The Authority shall retain ownership of System Components purchased by the Authority, unless otherwise agreed to in writing.

(a) **Physical Plant:** The Physical Plant includes the following: real estate, shelters, environmental controls, antenna support structures, power systems, security systems, and other site structures. The maintenance of the Physical Plant shall be in accordance with the requirements specified by the Authority and is the responsibility of the contributing Member, unless otherwise agreed to in writing.

(b) **Infrastructure:** Infrastructure includes the following: antenna systems, base station repeaters, diagnostic and alarm systems, microwave systems, backhaul systems, control equipment and all other related electronic equipment and software. The Authority is responsible for the operation and maintenance of Infrastructure.

(c) **Frequencies:** Frequencies are radio channels that have been licensed by the FCC in accordance with the Code of Federal Regulations. Licensees shall authorize

the Authority to share the use of such frequencies and/or radio stations subject to a separate frequency sharing agreement.

(d) **User Equipment:** User Equipment includes the following: mobile radios, portable radios, mobile data computers, radio data modems, control stations, and other related equipment. All User Equipment shall meet or exceed the minimum acceptable standards established by the Authority. In the event that any User Equipment is determined to be affecting the proper operation of the overall System as identified by the Authority, such User Equipment shall be immediately removed from service and shall not be returned to service until any deficiencies are resolved to the satisfaction of the Authority. The Authority shall maintain a list of User Equipment approved for operation on the System. Any changes to the User Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

(e) **Dispatch Center Equipment:** Dispatch Center Equipment includes the following: dispatch consoles, logging recorders, system interfaces, and other ancillary equipment. The Authority shall maintain a list of Dispatch Center Equipment approved for operation on the System. Any changes to the Dispatch Center Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

5.08 Adverse Impacts on System.

No Member, subscriber or affiliate shall take any action that adversely impacts the System. If the System is impacted by actions of a Member, subscriber or affiliate, the offending party shall take immediate action to return the System to its full operating state. The Authority, or its designee as set forth in the bylaws, shall make the sole determination of whether Member, subscriber or affiliate equipment or operations adversely impact the System.

Article VI - WITHDRAWAL AND TERMINATION

6.01 Withdrawal by Members.

After the periods referred to in Section 5.01, Members may withdraw from the Authority by giving notice as follows:

(a) Members who do not provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson ninety (90) days advanced written notice of its intent to withdraw from the Authority;

- (b) Members who provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson twelve (12) months advanced written notice of its intent to withdraw from the Authority.

6.02 Financial Liabilities of Withdrawing Members.

Except as otherwise provided in Section 5.01:

- (a) A withdrawing Member shall remain liable for all financial liabilities incurred during its membership in the Authority; however, the Member shall not be liable for any new financial liabilities incurred after submitting written notice to withdraw.
- (b) The withdrawing Member must continue to pay its share of operating costs during the ninety day or twelve month period, as applicable, after submitting its written notice of the intent to withdraw.
- (c) The Authority and the withdrawing Member may negotiate a buy-out agreement for early termination of membership to retire any ongoing financial obligations the Member shares with the Authority.
- (d) If a withdrawing Member holds a seat on the Board, that Member's participation on the Board shall immediately cease when the written notice to withdraw is submitted.

6.03 Retention of Assets by Withdrawing Members.

Each Member shall hold its licenses and retain sole ownership of its licenses, including those authorized for use by the Member to the Authority. The licenses and any System Components provided by a Member to the Authority shall remain the sole asset of that Member unless otherwise negotiated. If requested by the Authority, the withdrawing Member shall consider options for the Authority's continued use of Member assets. Acceptance of any option is at the sole discretion of the withdrawing Member. In addition, the use by the Authority of the withdrawing Member's System Components shall be terminated upon the effective date of withdrawal (twelve months from initial notice), and such System Components shall remain the sole asset of the withdrawing Member, unless otherwise agreed. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or of any of the remaining Members.

6.04 Termination of Authority and Disposition of Authority Assets.

Upon termination of this Agreement and dissolution of the Authority by all Members, and after payment of all obligations of the Authority, the Board:

- (a) May sell or liquidate Authority property; and

- (b) Shall distribute assets, including real or personal property, in proportion to the contributions made by Members.

Any System Components provided by a Member to the Authority shall remain the asset of that Member and shall not be subject to distribution under this section.

Article VII - MISCELLANEOUS PROVISIONS

7.01 Notices.

Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The parties may give notice by:

- (a) Personal delivery;
- (b) E-mail;
- (c) U.S. Mail, first class postage prepaid;
- (d) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (e) Facsimile; or
- (f) Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- (a) The date of personal delivery;
- (b) The third business day following deposit in the U.S. mail, when sent by "first class" mail;
- (c) The date on which the party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (d) The date of transmission, when sent by e-mail or facsimile.

7.02 Amendment; Addition of Members.

(a) In addition to the original signatories to this Agreement, other public agencies may join the Authority as a Member, subject to the provisions of Section 1.03. The addition of any Member shall become effective upon:

- (1) The execution on behalf of such entity of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and
- (2) The adoption of a resolution of the Board admitting that agency to the Authority.

(b) This Agreement may only be amended by two-thirds of the Members, which must include the affirmative votes of the City of Los Angeles and the County of Los Angeles, evidenced by the execution of a written amendment to this Agreement. However, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would:

- (1) Materially and adversely affect either the rating of bonds issued by the Authority, or bondholders holding such bonds; or
- (2) Limit or reduce the obligations of the Members to make, in the aggregate, payments which are for the benefit of the owners of the bonds.

7.03 Fiscal Year.

The Authority's 12-month fiscal year shall be specified in the Authority's bylaws.

7.04 Consents and Approvals.

Any consents or approvals required under this Agreement shall not be unreasonably withheld.

7.05 Amendments to Act.

The provisions of the Act, as it may be amended from time to time, which are required to be included in this Agreement, are hereby incorporated into this Agreement by reference.

7.06 Enforcement of Authority.

The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

7.07 Severability.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for

any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.08 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

7.09 Assignment.

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Board.

7.10 Governing Law.

This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

7.11 Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

7.12 Counterparts.

This Agreement may be executed in counterparts.

7.13 No Third Party Beneficiaries.

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

7.14 Filing of Notice of Agreement.

Within 30 days after the Effective Date, or amendment thereto, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act.

7.15 Conflict of Interest Code.

The Board shall adopt a conflict of interest code as required by law.

7.16 Indemnification.

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including

attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.


7.17 Dispute Resolution/Legal Proceedings.

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

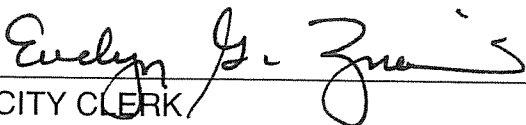
City of South Pasadena Authorization
For Membership in the Los Angeles Regional Interoperability
Communications System Authority (LA-RICS)

IN WITNESS WHEREOF, the City of South Pasadena, by order of its City Council, has caused this Joint Powers Agreement to be executed on its behalf by the Mayor, and attested by the City Clerk, as of the date so attested below.


CITY MANAGER

2-5-20
DATE

ATTEST:


CITY CLERK

02/05/2020
DATE

Exhibit A - Members

The following entities are Members of the Los Angeles Regional Interoperable Communications System Authority:

1. Avalon
2. Azusa
3. Bell
4. Cerritos
5. Claremont
6. Compton
7. County of Los Angeles
8. Covina
9. Glendora
10. Hawaiian Gardens
11. Inglewood
12. Inglewood Unified SD
13. Irwindale
14. La Puente
15. La Verne
16. Lynwood
17. Maywood
18. Pasadena
19. Rancho Palos Verdes
20. San Fernando
21. Sierra Madre
22. Signal Hill
23. UCLA
24. West Covina

RESOLUTION NO. 7639

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO SIGN AN MOU REJOINING THE LOS
ANGELES RADIO INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) VIA
JOINT POWERS AUTHORITY (JPA) FOR THE PURPOSE OF MAINTAINING
REGIONAL RADIO COMMUNICATIONS CAPABILITIES FOR THE SOUTH
PASADENA POLICE DEPARTMENT**

WHEREAS, the City of South Pasadena recognizes the need for a for a wide-area and interoperable communication system to better respond to regional crises and disaster related events; and,

WHEREAS, the Los Angeles Radio Interoperable Communications System (LA-RICS) via Joint Powers Authority (JPA); can provide quality regional radio communications capabilities; and,

WHEREAS, there has been sufficient information received by the City to warrant rejoining LA-RICS/JPA as the service provider of regional radio communications capabilities; and,

WHEREAS, LA-RICS/JPA has agreed to provide the regional radio communications capabilities services pursuant to an MOU Agreement, and to ultimately achieve LTE connectivity.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Pursuant to the City's authority under the Joint Exercise of Powers Act in California Government Code Section 6500 et. Seq., the Los Angeles Regional Interoperable Communications System Authority Joint Powers Agreement, attached hereto and incorporated herein, is approved thereby authorizing the City's membership in the Los Angeles Regional Interoperable Communication System Authority; and,

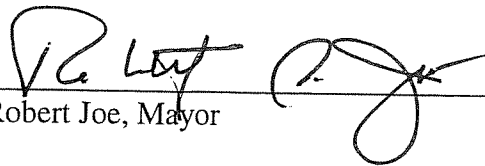
SECTION 2: The City Manager is authorized and directed to execute the JPA to effectuate the intent of this Resolution.

SECTION 3: This resolution is effective upon adoption; and,

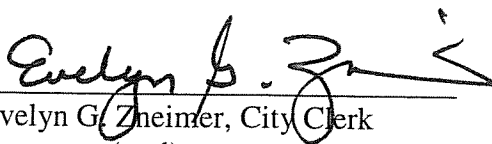
SECTION 4: The Mayor is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

AGENDA ITEM I - ENCLOSURE

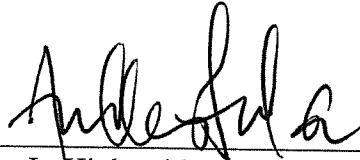
PASSED, APPROVED AND ADOPTED ON this ~~XX~~ day of ~~XX~~, 2020. ^{5th day of February, 2020.}


Robert Joe, Mayor

ATTEST:


Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:


Teresa L. Highsmith, City Attorney

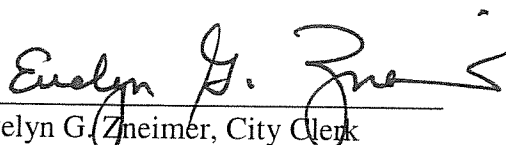
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the ~~XX~~ day of ~~XXX~~, 2020, by the following vote:

^{5th day of February, 2020.}

AYES: Cacciotti, Khubesrian, Schneider, Mahmud, and
NOES: None Mayor Joe

ABSENT: None

ABSTAINED: None


Evelyn G. Zneimer, City Clerk
(seal)

AGENDA ITEM I - ENCLOSURE



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 2020

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

Dear Directors:

**APPROVE AMENDMENT NO. 43 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. 43 to Agreement No. LA-RICS 007 (Agreement) to contemplate a reconciliation of certain LMR System equipment and the incorporation of certain Change Order Modifications, resulting in a net increase to the Maximum Contract Sum in the amount of \$135,031.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 43 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Reconciliation of the LMR System to reduce certain equipment at three (3) LMR System Sites for a cost decrease in the amount of \$50,313.
 - b. Make changes necessary to incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$185,344.

AGENDA ITEM J

2. Authorize an increase to the Maximum Contract Sum in the amount \$135,031 from \$290,081,635 to \$290,216,666 when taking the cost decrease and increase into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 43, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 43.

BACKGROUND

LMR System Reconciliation

The Authority has been working closely with Motorola to reconcile the final LMR site and subsystem makeup to align with the LMR System redesign. As we approach finalizing the design, the work resulted in the need to reconcile certain equipment for the LMR System and revise costs accordingly to align with the final redesign.

LMR Change Order Modification

As construction continues to progress approval of certain change order modifications may be necessary to address and continue construction activities that were not originally contemplated in Motorola's scope. As a result, the recommended actions contemplate LMR Change Order Modifications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 43 to reconcile certain equipment for the LMR System and incorporate certain Change Order Modifications, all actions resulting in a net increase to the Maximum Contract Sum in the amount of \$135,031.

LMR System Reconciliation

The Authority and Motorola have been working towards the LMR System Reconciliation to align with the final redesign and site makeup of the LMR System. In connection with this reconciliation, Amendment No. 43 contemplates the reduction of certain equipment at three (3) LMR System Sites Mount Disappointment (MDI), Rio Hondo (RIH), and Mount Lukens 2 (MTL2), which are no longer required.

LMR System Change Order Modifications

The LMR Change Order Modifications contemplated in Amendment No. 43, have been reviewed by Authority staff, including its consultants, and the LMR Contractor, Motorola and both parties have negotiated each claim, including the associated costs for each change order. The changes presented in Amendment No. 43 benefit the LMR project and are required for the completion of the LMR System. LMR change orders are considered for a variety of reasons and reflect items that were not originally considered in the contract or are performed in order to ratify an agreement between the Authority and its Contractor, Motorola, regarding work to be performed.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 43 will result in an increase to the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking the recommended actions into consideration. All work contemplated in Amendment No. 43 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

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

M:\MOTOROLA (LA-RICS 007)\2. Amendments\Amendment 43 (Draft)\RIH, MDI, MTL2\LMR Amendment 43 Board Letter (RIH, MDI, MTL2)_02-28-20v2.docx

Enclosure

cc: Counsel to the Authority

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

RECITALS

This Amendment Number Forty-Three (together with all exhibits, attachments, and schedules hereto, "Amendment No. 43") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March _____, 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 Authority and Contractor desire to further amend the Agreement 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 this Amendment No. 43.

This Amendment No. 43 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. 43, 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. 43 refer to sections of the Base Document, as amended by this Amendment No. 43.
2. LMR System Components Reduction. The parties agree and acknowledge to reconcile the Agreement at three (3) LMR System Sites, in Phase 3 (Supply LMR System Components) as listed below, to reduce certain LMR System equipment for a cost reduction in the amount of \$50,313. The reduction in equipment is reflected in the relevant portions of Exhibit C (Schedule of Payments) contemplated and attached to this Amendment No. 43. Additionally, pursuant to Section 5.3 of this Amendment No. 43, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

RECONCILIATION OF LMR SYSTEM COMPONENTS – AMENDMENT 43			
Item No.	Site ID	Site Description	Reconciliation
2.1	MDI	Mount Disappointment	ACVRS equipment reduced (GTR Base Station)
2.2	MTL2	Mount Lukens 2	ACVRS equipment reduced (GTR Base Station)
2.3	RIH	Rio Hondo	ACVRS equipment reduced (GTR Base Station)

3. 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) and in the table in 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	COR No.	Description	Amount
3.1	RIH	MSI-XXXX	Addition of Microwave Link	\$51,207
3.2	SPH	MSI-XXXX	Addition of Microwave Link	\$60,337
3.3	UNIV	MSI-XXXX	Addition of Microwave Link	\$73,800
TOTAL AMOUNT:				\$185,344

4. Amendments to the Base Document.

- 4.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety Million, Two Hundred Sixteen Thousand, Six Hundred Sixty-Six Dollars (\$290,216,666) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Eighty-Three Million, One Hundred Sixteen Thousand, Three Hundred Forty-Six Dollars (\$283,116,346). Notwithstanding the foregoing, Contractor shall

not be liable to the Authority for any special, incidental, indirect, or consequential damages.

5. Amendments to Agreement Exhibits.

- 5.1 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. 43 and incorporated herein by this reference. Exhibit C.1 (LMR System Payment Summary) is revised to reflect the payment revisions contemplated in this Amendment No. 43.
- 5.2 Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply LMR System Components), which is attached to this Amendment No. 43 and incorporated herein by this reference.
- 5.3 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated July 2019, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated February 2020, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.

6. This Amendment No. 43 shall become effective as of the date identified in the recitals, which is the date upon which:

- 6.1 An authorized agent of Contractor has executed this Amendment No. 43;
- 6.2 Los Angeles County Counsel has approved this Amendment No. 43 as to form;
- 6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 43; and
- 6.4 The Executive Director of the Authority has executed this Amendment No. 43.

7. Except as expressly provided in this Amendment No. 43, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

8. Contractor and the person executing this Amendment No. 43 on behalf of Contractor represent and warrant that the person executing this Amendment No. 43 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 43, and that all requirements of Contractor to provide such actual authority have been fulfilled.

9. This Amendment No. 43 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-THREE
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. 43 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	\$ -	\$ 60,585,857	\$ 4,654,988	\$ 55,930,869
Phase 4	\$ -	\$ 21,653,892	\$ 2,102,017	\$ 19,551,875
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 168,254,525	\$ 14,140,959	\$ 154,113,565
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 168,254,525	\$ 14,140,959	\$ 210,012,084
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		\$ 737,347	\$ 55,200	\$ 496,803
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	\$ 176,298,665	\$ 21,881,603	\$ 281,872,317
TOTAL CONTRACT SUM:	\$176,298,665			
LMR Discounts ^(Note 2)	-\$16,634,955			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$290,216,666			

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

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

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ -	\$ 483,224	\$ 241,792	\$ 381,450	\$ -	\$ 28,058	\$ -	\$ 1,134,524	\$ 113,452	\$ 1,021,072
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ -	\$ 1,351,696	\$ -	\$ 171,631	\$ -	\$ 36,032	\$ -	\$ 1,559,359	\$ -	\$ 1,559,359
B.3.2 to B.3.6	BRK	Blue Rock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJR	Burnt Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BVG	Beverly Glen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CCB	Compton Court Building	\$ -	\$ -	\$ 482,398	\$ 171,692	\$ -	\$ -	\$ 36,176	\$ -	\$ 690,266	\$ -	\$ 690,266
B.3.2 to B.3.6	CEP	Century Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CLM	Claremont	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ -	\$ 548,134	\$ 318,690	\$ 381,450	\$ -	\$ 51,596	\$ -	\$ 1,299,870	\$ 129,987	\$ 1,169,883
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ -	\$ 917,908	\$ 270,273	\$ 299,795	\$ -	\$ 39,605	\$ -	\$ 1,527,581	\$ 152,758	\$ 1,374,823
B.3.2 to B.3.6	ELSGDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ -	\$ 64,130	\$ -	\$ 1,146,032	\$ 114,603	\$ 1,031,429
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ -	\$ 917,311	\$ 145,772	\$ 296,409	\$ -	\$ 46,753	\$ -	\$ 1,406,245	\$ -	\$ 1,406,245
B.3.2 to B.3.6	HPK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF028	FS 28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS 72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACF077	FS 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACF099	FS 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF119	FS 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF144	FS 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF149	FS 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF157	FS 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF196	FS 169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFCP09	CP 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp	\$ -	\$ -	\$ 372,867	\$ 74,338	\$ 85,268	\$ -	\$ 32,590	\$ -	\$ 565,063	\$ 56,506	\$ 508,557
B.3.2 to B.3.6	LAH	LA City Hall <i>(Note 4)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 431,751	\$ 74,185	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 613,252	\$ -	\$ 613,252
B.3.2 to B.3.6	MAM	Magie Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ -	\$ 548,134	\$ 254,946	\$ 381,450	\$ -	\$ 30,685	\$ -	\$ 1,215,215	\$ 121,522	\$ 1,093,694
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ -	\$ 917,609	\$ 121,774	\$ 39,740	\$ -	\$ 31,324	\$ -	\$ 1,110,448	\$ 111,045	\$ 999,403
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ -	\$ 483,224	\$ 146,308	\$ 376,943	\$ -	\$ 60,498	\$ -	\$ 1,066,973	\$ 106,697	\$ 960,276
B.3.2 to B.3.6	MTH	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTH	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ -	\$ 524,294	\$ 95,096	\$ -	\$ -	\$ 30,352	\$ -	\$ 649,741	\$ -	\$ 649,741
B.3.2 to B.3.6	OAT	Oat Mountain OAT	\$ -	\$ -	\$ 176,493	\$ 162,062	\$ -	\$ -	\$ 80,168	\$ -	\$ 418,724	\$ 41,872	\$ 376,852
B.3.2 to B.3.6	OMC	Oat Mountain OMC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ONK	Oat Mountain Nike	\$ -	\$ -	\$ 432,751	\$ 146,308	\$ 376,943	\$ -	\$ 27,470	\$ -	\$ 983,472	\$ 26,127	\$ 957,345
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ -	\$ 524,774	\$ 365,910	\$ 297,006	\$ -	\$ 32,899	\$ -	\$ 1,220,589	\$ -	\$ 1,220,589
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -	\$ -	\$ 483,223	\$ 144,298	\$ 299,795	\$ -	\$ 54,116	\$ -	\$ 981,434	\$ 98,143	\$ 883,291
B.3.2 to B.3.6	PSH	Pomona 1620 Hillcrest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RDNBPD	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ -	\$ 917,609	\$ 172,269	\$ 127,115	\$ -	\$ 28,417	\$ -	\$ 1,245,411	\$ 124,541	\$ 1,120,870
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ -	\$ 969,350	\$ 348,895	\$ 79,785	\$ -	\$ 21,676	\$ -	\$ 1,419,705	\$ 141,971	\$ 1,277,735
B.3.2 to B.3.6	RPVE001	Rancho Palos Verde City Hall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SAG	San Augustine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SDW	San Dimas	\$ -	\$ -	\$ 525,073	\$ 232,167	\$ -	\$ -	\$ 45,368	\$ -	\$ 802,608	\$ 80,261	\$ 722,347
B.3.2 to B.3.6	SGH	Signal Hill ^(Note 9)	\$ -	\$ -	\$ 483,224	\$ -	\$ -	\$ -	\$ 42,926	\$ -	\$ 526,150	\$ 52,615	\$ 473,535
B.3.2 to B.3.6	SPC	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak ^(Note 9)	\$ -	\$ -	\$ 548,134	\$ -	\$ 296,341	\$ -	\$ 30,636	\$ -	\$ 875,110	\$ 87,511	\$ 787,599
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 670,211	\$ 67,021	\$ 603,190
B.3.2 to B.3.6	SVP	San Vicente Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SWP	Southwest Area Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	TOP	Topanga Peak ^(Note 9)	\$ -	\$ -	\$ 1,002,900	\$ 231,585	\$ 79,904	\$ -	\$ 39,457	\$ -	\$ 1,353,847	\$ 135,385	\$ 1,218,462
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ -	\$ 483,224	\$ 144,298	\$ 211,208	\$ -	\$ 43,043	\$ -	\$ 881,773	\$ 47,040	\$ 834,733
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ -	\$ 482,445	\$ 241,169	\$ 296,341	\$ -	\$ 37,676	\$ -	\$ 1,057,631	\$ 105,763	\$ 951,868
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whittaker Middle Peak	\$ -	\$ -	\$ 482,412	\$ 74,451	\$ 85,265	\$ -	\$ 38,076	\$ -	\$ 680,207	\$ 68,021	\$ 612,186
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,560	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,890	\$ 27,289	\$ 245,601
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ -	\$ 482,411	\$ 145,877	\$ 297,675	\$ -	\$ 42,956	\$ -	\$ 968,920	\$ 96,892	\$ 872,028
B.3.2 to B.3.6	LAPD077	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAPDDVN	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	FCCF	L.A. County Fire Command	\$ -	\$ -	\$ 548,134	\$ 334,775	\$ 136,826	\$ -	\$ 109,185	\$ -	\$ 1,128,920	\$ -	\$ 1,128,920
B.3.2 to B.3.6	LAPDVDC	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6		FCCF_Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ -	\$ 404,329
B.3.2 to B.3.6		LAPDVDC_Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Equipment Subtotal			\$ -	\$ -	\$ 18,195,544	\$ 5,171,327	\$ 5,590,222	\$ -	\$ 1,322,198	\$ -	\$ 30,949,509	\$ 2,214,323	\$ 28,735,186
ADDITIONAL SITES (AMENDMENT NO. 10)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209
B.3.2 to B.3.6	BCHCPRK	Beverly Hills-Coldwater Canyon Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF136	FS 136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAHE	LA City Hall East ^(Note 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITES (AMENDMENT NO. 17)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 88,027	\$ -	\$ 49,600	\$ -	\$ 916,532	\$ 91,653	\$ 824,879
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ -	\$ 10,714	\$ 144,298	\$ 296,341	\$ -	\$ 33,298	\$ -	\$ 484,651	\$ 48,465	\$ 436,186
B.3.2 to B.3.6	CCT	Criminal Court (Foltz)	\$ -	\$ -	\$ 547,631	\$ 101,375	\$ -	\$ -	\$ 49,600	\$ -	\$ 698,606	\$ -	\$ 698,606
B.3.2 to B.3.6	CRN	Cerro Negro	\$ -	\$ -	\$ 700,610	\$ 359,241	\$ -	\$ -	\$ 49,600	\$ -	\$ 1,109,451	\$ 110,945	\$ 998,506
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ -	\$ 11,540	\$ 342,483	\$ 382,524	\$ -	\$ 43,713	\$ -	\$ 780,260	\$ 78,026	\$ 702,234
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ -	\$ 483,224	\$ 76,785	\$ 130,106	\$ -	\$ 44,353	\$ -	\$ 734,468	\$ 73,447	\$ 661,021
B.3.2 to B.3.6	H-17A	H-17 Helipad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ -	\$ 218,743	\$ -	\$ -	\$ -	\$ 43,430	\$ -	\$ 262,173	\$ -	\$ 262,173
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ -	\$ 176,493	\$ 74,451	\$ 83,473	\$ -	\$ 105,885	\$ -	\$ 440,302	\$ 44,030	\$ 396,272
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ -	\$ 548,134	\$ -	\$ -	\$ -	\$ 27,795	\$ -	\$ 575,929	\$ 57,593	\$ 518,336
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ -	\$ 154,395	\$ 144,298	\$ 382,884	\$ -	\$ 89,241	\$ -	\$ 770,818	\$ 77,082	\$ 693,736
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ -	\$ 547,298	\$ 487,535	\$ 299,795	\$ -	\$ 73,460	\$ -	\$ 1,408,086	\$ 140,809	\$ 1,267,277
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 91,168	\$ -	\$ 672,689	\$ -	\$ 672,689
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ 307,575	\$ 27,643	\$ 80,834	\$ -	\$ 44,353	\$ -	\$ 460,405	\$ 46,041	\$ 414,365
B.3.2 to B.3.6	PWT	Portthead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County) ^(Note 9)	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 163,600	\$ -	\$ 49,600	\$ -	\$ 992,105	\$ 26,703	\$ 965,402
Subtotal for Additional Sites (Amendment No. 17)			\$ -	\$ -	\$ 4,976,181	\$ 2,223,287	\$ 1,907,584	\$ -	\$ 795,096	\$ -	\$ 11,609,850	\$ 925,131	\$ 10,684,719
ADDITIONAL SITE (AMENDMENT NO. 21)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	JPk2	Johnstone Peak - 2			\$ 10,714	\$ 271,717	\$ 299,795	\$ -	\$ 43,712	\$ -	\$ 625,939	\$ 62,594	\$ 563,345
Subtotal for Additional Site (Amendment No. 21)			\$ -	\$ -	\$ 10,714	\$ 271,717	\$ 299,795	\$ -	\$ 43,712	\$ -	\$ 625,939	\$ 62,594	\$ 563,345
ADDITIONAL SITES (AMENDMENT NO. 25)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BHS	Baldwin Hills County		\$ -	\$ 1,002,901	\$ 163,066	\$ -	\$ -	\$ 79,826	\$ -	\$ 1,245,793	\$ 124,579	\$ 1,121,214
B.3.2 to B.3.6	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ 153,569	\$ 146,308	\$ 297,675	\$ -	\$ 63,231	\$ -	\$ 660,783	\$ 66,078	\$ 594,705
B.3.2 to B.3.6	RPV1	Rancho Palos Verdes		\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 28,417	\$ -	\$ 205,609	\$ 20,561	\$ 185,048
Subtotal for Additional Sites (Amendment No. 25)			\$ -	\$ -	\$ 1,333,662	\$ 309,374	\$ 297,675	\$ -	\$ 171,474	\$ -	\$ 2,112,185	\$ 211,219	\$ 1,900,967
ADDITIONAL SITE (AMENDMENT NO. 26)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	LAN	Lancaster							\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
Subtotal for Additional Site (Amendment No. 26)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
ADDITIONAL SITES (AMENDMENT NO. 27)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BKK	BKK Landfill			\$ 218,743	\$ 35,341	\$ -		\$ 44,353		\$ 298,437	\$ 29,844	\$ 268,593
B.3.2 to B.3.6	UCLA	UCLA (Factor Building)			\$ 240,747				\$ 38,076		\$ 278,823	\$ 27,882	\$ 250,941
Subtotal for Additional Sites (Amendment No. 27)			\$ -	\$ -	\$ 459,490	\$ 35,341	\$ -	\$ -	\$ 82,429	\$ -	\$ 577,260	\$ 57,726	\$ 519,534

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITES (AMENDMENT NO. 29)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	POM	Pomona Courthouse	\$ -		\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252		\$ 757,744	\$ 75,774	\$ 681,970
Subtotal for Additional Sites (Amendment No. 29)			\$ -	\$ -	\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252	\$ -	\$ 757,744	\$ 75,774	\$ 681,970
ADDITIONAL SITES (AMENDMENT NO. 30)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	UNIV	Universal Studios	\$ -		\$ 548,134	\$ -	\$ 85,268	\$ -	\$ 38,076		\$ 671,478	\$ 67,148	\$ 604,330
Subtotal for Additional Sites (Amendment No. 30)			\$ -	\$ -	\$ 548,134	\$ -	\$ 85,268	\$ -	\$ 38,076	\$ -	\$ 671,478	\$ 67,148	\$ 604,330
NMDM (AMENDMENT NO. 32 AND AMENDMENT NO. 39)													
B.3.2 to B.3.6		Equipment Delivery <i>(Note 17)</i>											
B.3.2 to B.3.6		Narrowband Mobile Data Network (NMDN)									\$ 2,044,988	\$ 204,499	\$ 1,840,489
Subtotal for NMDM (Amendment No. 32)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,044,988	\$ 204,499	\$ 1,840,489
ADDITIONAL SITES (AMENDMENT NO. 34)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	INDWT	Industry Water Tank	\$ -	\$ -	\$ 218,743	\$ 202,744	\$ -	\$ -	\$ 31,324		\$ 452,811	\$ 45,281	\$ 407,530
Subtotal for Additional Sites (Amendment No. 34)			\$ -	\$ -	\$ 218,743	\$ 202,744	\$ -	\$ -	\$ 31,324	\$ -	\$ 452,811	\$ 45,281	\$ 407,530
ADDITIONAL SITES (AMENDMENT NO. 35)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	WWY	Winding Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADDITIONAL SITES (AMENDMENT NO. 36)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	SPH	San Pedro Hill	\$ -	\$ -	\$ 479,002				\$ 44,353		\$ 523,355	\$ 52,336	\$ 471,020
Subtotal for Additional Sites (Amendment No. 36)			\$ -	\$ -	\$ 479,002	\$ -	\$ -	\$ -	\$ 44,353	\$ -	\$ 523,355	\$ 52,336	\$ 471,020
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,275	\$ 50,228	\$ 452,048
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
B.4.6		FCC Licensing <i>(Note 6)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,262,102	\$ 226,210	\$ 2,035,891
B.3.10.1.ACVRs		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720,452	\$ 72,045	\$ 648,407
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 932,474	\$ 93,247	\$ 839,226
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,747	\$ 24,575	\$ 221,172
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241,854	\$ 24,185	\$ 217,668
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,370,645	\$ 237,065	\$ 2,133,581

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (361,900)	\$ (36,190)	\$ (325,710)
Base.22.3.2		Performance Bond for Phase 3 - Supply LMR System Components	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 474,041		\$ 474,041
		Total Lease Costs for Phase 3 - Supply LMR System Components		N/A \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total for Phase 3 - Supply LMR System Components:			\$ -	\$ -	\$ 26,922,797	\$ 8,416,988	\$ 8,180,544	\$ -	\$ 2,625,342	\$ -	\$ 60,585,857	\$ 4,654,988	\$ 55,930,869

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

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

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

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

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

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

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

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

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

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

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

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

Note 12: Pursuant to Amendment No. Twenty-Two, credit in the amount of \$248,500 from MMC was moved to BJM and credit in the amount of \$248,000 from MMC was moved to TWR; credit in the amount of \$471,732 from RIH was moved to CPK and credit in the amount of \$471,732 from RIH was moved to DPK; credit in the amount of \$501,450 from SPN was moved to MIR and credit in the amount of \$501,451 from SPN was moved to TPK.

Note 13: Pursuant to Amendment No. Twenty-Four, credit in the amount of \$482,444 from MVS was moved to LEPS and credit in the amount of \$501,451 from TPK was moved to LACDEL.

Note 14: Pursuant to Amendment No. Twenty-Five, credit in the amount of \$501,451 from LACFDEL was moved to DPK; credit in the amount of \$496,165 from WTR was moved to FRP and \$396,000 from WTR was moved to GMT. Credit in the amount of \$496,165 from WMP was moved to JPK2 and credit in the amount of \$363,599 from WMP was moved to MTL2.

Note 15: Pursuant to Amendment No. Twenty-Six, credit in the amount of \$200,000 from BUR1 was moved to DPK, credit in the amount of \$363,761 from BUR1 was moved to ENCL. Credit in the amount of \$285,000 from JPK2 was moved to SUN, credit in the amount of \$440,000 from JPK2 was moved to TWR, and credit in the amount of \$268,165 from JPK2 was moved to WS1. Credit in the amount of \$181,525 from LPC was moved to H-17A. Credit in the amount of \$300,000 from MDI was moved to MIR, credit in the amount of \$600,000 from MDI was moved to PDC, and credit in the amount of \$141,634 from MDI was moved to PWT. Credit in the amount of \$547,298 from MML was moved to BJM. Credit in the amount of \$943,771 from MTL2 was moved to RIH and credit in the amount of \$363,599 from MTL2 was moved to RIH. Credit in the amount of \$480,139 from PRG was moved to PMT.

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

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

SCHEDULE OF PAYMENTS

EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

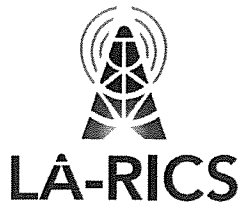
Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 28					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage 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

EXHIBIT C.17*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 43*

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361
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					
MSI-XXXX	RIH	Addition of Microwave Link	\$ 51,207	\$ 5,121	\$ 46,086
MSI-XXXX	SPH	Addition of Microwave Link	\$ 60,337	\$ 6,034	\$ 54,303
MSI-XXXX	UNIV	Addition of Microwave Link	\$ 73,800	\$ 7,380	\$ 66,420
Amendment No. 43 Subtotal			\$ 185,344	\$ 18,534	\$ 166,810
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 737,347	\$ 55,200	\$ 496,803

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

AGENDA ITEM J - ENCLOSURE



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 2020

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

Dear Directors:

APPROVE AMENDMENT NO. 41 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. 41 to Agreement No. LA-RICS 008 (Agreement) for the Public Safety Broadband Network (PSBN) to reconcile certain equipment resulting in an increase to the Maximum Contract Sum by \$79,610.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 41 (Enclosure) to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola) to reconcile certain PSBN Components for a cost increase in the amount of \$79,610.
2. Authorize an increase to the Maximum Contract Sum in the amount of \$79,610 from \$137,949,498 to \$138,029,108.
3. Delegate authority to the Executive Director to execute Amendment No. 41, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 41.

BACKGROUND

As your Board is aware, the Authority has been approved by the National Telecommunications and Information Administration (NTIA) to expand the PSBN network to incorporate twenty-six (26) additional sites. In connection with this approval, your Board had previously authorized an Amendment to the PSBN Agreement with Motorola to, among other things, procure equipment for the buildout of these additional twenty-six (26) sites. Since the approval, the Authority and the Motorola teams have been working together to finalize the site and corresponding equipment makeup, an activity that has resulted in the recommended action before your Board today.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 41 to reconcile certain PSBN Components resulting in a net increase to the Maximum Contract Sum in the amount of \$79,610. It is necessary to reconcile certain equipment such as antennas, dish mounts, tower equipment, racks, etc., to align with site design requirements.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 41 will result in a net increase to the Maximum Contract Sum by \$79,610 from \$137,949,498 to \$138,029,108 when taking the recommended actions into consideration and shall be fully reimbursed by the BTOP grant.

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:rf

M:\MOTOROLA (LA-RICS 008)\2. Amendments\Draft_Amendment 41\LTE Amendment 41 Board Letter_02-28-20.docx

Enclosure

cc: Counsel to the Authority

AGENDA ITEM K

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

RECITALS

This Amendment Number Forty (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 41") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March _____, 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 __, 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 __, 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 Authority and Contractor desire to further amend the Agreement pursuant to this Amendment No. 41 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 this Amendment No. 41.

WHEREAS, this Amendment No. 41 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. 41, 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. 41 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 41.
2. Reconcile Certain PSBN Components Contemplated in Twenty (20) Bill of Materials (BOMs) for PSBN Round 2 Sites. The Authority and Contractor agree to reconcile certain PSBN Components for in twenty (20) BOMs, in particular PSBN Round 2 Urban Site BOMs, to align with the Authority's equipment requirements. The reconciled PSBN Components and associated costs are reflected in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials), respectively, which are attached to this Amendment No. 41.

3. Amendments to Base Document.

- 5.1 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. 41

The "Maximum Contract Sum" under this Agreement for the PSBN through Amendment No. 41 is One Hundred Thirty-Eight Million, Twenty-Nine Thousand, One Hundred Eight Dollars (\$138,029,108) 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, One Hundred Ninety-Two Thousand, Six Hundred Twenty-Three Dollars (\$8,192,623) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 5.5 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, One Hundred Two Thousand, Five Hundred Three Dollars (\$16,102,503). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 6.1 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. 41, and is incorporated herein by this reference.

- 6.3 The following Exhibits are deleted in their entirety and replaced with (PSBN Round 2 Urban Sites Bill of Materials), to reflect a reconciliation of certain PSBN Components for twenty (20) PSBN Round 2 Urban Sites, which are attached to this Amendment No. 41, and is incorporated herein by this reference.

- Exhibit C.21.1 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.2 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.3 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.4 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.5 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.6 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.7 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.8 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.9 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.10 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.11 (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.21.14 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.15 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.16 (PSBN Round 2 Urban Sites Bill of Materials)
- Exhibit C.21.17 (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)

5. This Amendment No. 41 shall become effective as of the date identified in the recitals, which is the date upon which:

- 7.1 An authorized agent of Contractor has executed this Amendment No. 41;
- 7.2 Los Angeles County Counsel has approved this Amendment No. 41 as to form;
- 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 41; and
- 7.4 The Executive Director of the Authority has executed this Amendment No. 41.

6. Except as expressly provided in this Amendment No. 41, 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. 41 on behalf of Contractor represent and warrant that the person executing this Amendment No. 41 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 41, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 41 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. 41 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. 41)				
Phase 1 - System Design ^(Note 4)	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification ^(Note 4)	\$ -	\$ 19,868,612	\$ 1,940,629	\$ 17,927,983
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)	\$ -	\$ 64,021,968	\$ 5,978,736	\$ 58,043,232
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	\$ 67,208,274	\$ 8,620,142	\$ 85,002,193
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	\$ 70,688,824	\$ 9,584,807	\$ 93,684,168
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	\$ 97,256,334	\$ 10,371,316	\$ 103,422,003

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	\$ -	\$ 159,537	\$ 15,954	\$ 143,583
Phase 1 Work	\$ -	\$ 370,320	\$ 37,032	\$ 333,288
Phase 2 Work	\$ -	\$ 895,290	\$ 89,529	\$ 805,761
Phase 3 Equipment	\$ -	\$ 2,103,385	\$ -	\$ 2,103,385
Phase 3 - Spare Equipment	\$ -	\$ 928,765	\$ -	\$ 928,765
Phase 4 Work	\$ -	\$ 475,247	\$ 47,525	\$ 427,722
Subtotal PSBN Round 2 Collocation Sites (Phases 1 - 4)	\$ -	\$ 4,960,777	\$ 190,040	\$ 4,770,737
PSBN Round 2 Urban Sites:				
Phase 3 Equipment		\$ 3,141,846	\$ -	\$ 3,141,846
Subtotal for PSBN Round 2 Urban Sites	\$ -	\$ 3,141,846	\$ -	\$ 3,141,846
PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services:				
As-Needed Environmental Monitoring and Compliance Reporting		\$ 90,000		
		\$ 90,000		
Total for PSBN Round 2 Work	\$ -	\$ 8,192,623	\$ 190,040	\$ 7,912,583
TOTAL CONTRACT SUM	\$105,448,957			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$138,029,108			

* 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
-------------	-----------------------	------------------------------------	---------------------	----------------------------------

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.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	RPM777701/00180	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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 7,486.79	\$ 7,486.79
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.1 (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
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	\$ 254.04	\$ 279.44	\$ 279.44
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' STEALTH 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	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
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

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
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	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 350.00	\$ 350.00	\$ 350.00
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 225,321.21

SCHEDULE OF PAYMENTS
EXHIBIT C.21.2 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 2 (MONOPOLE)
(IRWDPD)

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/T,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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.2 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 2 (MONOPOLE)
(IRWDPD)

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
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1002849	SGM32C9TX	1	\$ -	\$ -	\$ -
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	1002926	1155697-150213-015	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
Tower Equipment								
Valmont	(3) XLD V-FRAME WITH INTEGRAL RRU MOUNTING PIPES, 14' 6" FACE WIDTH	(3) VFA14-RRU (3) MDPC-K, (1) MSFAA, (12) P296	N/A	N/A	0	\$ 4,607.00	\$ 5,549.13	\$ -
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	\$ 3,412.00	\$ 4,109.75	\$ 4,109.75
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 30,512.00	\$ 36,751.70	\$ 36,751.70
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ 443.00	\$ 533.59	\$ -
Valmont	(3) 6' BOGNER MOUNTS HEAVY DUTY	(3) BOG6, (1) MSFAA	TBD	TBD	2	\$ 4,125.00	\$ 4,968.56	\$ 9,937.13
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	1	\$ 375.00	\$ 451.69	\$ 451.69
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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.2 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 2 (MONOPOLE)
(IRWDPD)

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				0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 2 - Phase 3 Total:								\$ 179,589.60

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)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Site Pro	Antenna Sector frame	VFA14RRU or other mou	NA	NA	3	\$ 1,775.00	\$ 2,137.99	\$ 6,413.96
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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	\$ -	\$ -	\$ -

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
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	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 129,103.29

SCHEDULE OF PAYMENTS
EXHIBIT C.21.4 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 4 (MONOPOLE)
(SCEDUN)

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.4 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 4 (MONOPOLE)
(SCEDUN)

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
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007645	SGM32D447	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	1002929	1155697-150213-018	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ -
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 - 99' 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	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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.4 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 4 (MONOPOLE)
(SCEDUN)

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				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
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 4 - Phase 3 Total:								\$ 157,374.48

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.5 (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
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	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ -
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 - 99' 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	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		\$ -	\$ -

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
	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
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 157,374.48

SCHEDULE OF PAYMENTS
EXHIBIT C.21.6 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 6 (MONOPOLE)
(SCEMERC2)

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.6 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 6 (MONOPOLE)
(SCEMERC2)

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
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1002584	SGM32C9VT	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	1002932	1155697-150213-021	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ -
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 - 99' 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	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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.6 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 6 (MONOPOLE)
(SCEMERC2)

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				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
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 6 - Phase 3 Total:								\$ 157,374.48

SCHEDULE OF PAYMENTS
EXHIBIT C.21.7 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 7 (MONOPOLE)
(SCENOLA)

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.7 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 7 (MONOPOLE)
(SCENOLA)

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
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007630	SGM32D3WN	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	1002934	1155697-150213-023	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ -
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 - 99' 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	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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.7 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 7 (MONOPOLE)
(SCENOLA)

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				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
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 7 - Phase 3 Total:								\$ 157,374.48

SCHEDULE OF PAYMENTS
EXHIBIT C.21.8 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 8 (MONOPOLE)
(SCEPLM)

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.8 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 8 (MONOPOLE)
(SCEPLM)

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
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007631	SGM32D3WP	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	1002935	1155697-150213-024	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ -
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 - 99' 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	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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.8 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 8 (MONOPOLE)
(SCEPLM)

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				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
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 8 - Phase 3 Total:								\$ 157,374.48

SCHEDULE OF PAYMENTS
EXHIBIT C.21.9 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 9 (MONOPOLE)
(SCESTUD2)

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/T,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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.9 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 9 (MONOPOLE)
(SCESTUD2)

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
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007638	SGM32D3Z9	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	1002937	1155697-150213-026	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ -
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 - 99' 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	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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.9 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 9 (MONOPOLE)
(SCESTUD2)

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				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
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 9 - Phase 3 Total:								\$ 157,374.48

SCHEDULE OF PAYMENTS
EXHIBIT C.21.10 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 10 (MONOPOLE)
(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)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.10 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 10 (MONOPOLE)
(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
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	\$ 254.04	\$ 279.44	\$ 279.44
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	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
	Reserved				0		\$ -	\$ -
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	1	\$ 443.00	\$ 533.59	\$ 533.59
Valmont	(3) 6' PIVOT STANDOFF ARMS	TBD	TBD	TBD	2	\$ 2,274.00	\$ 2,739.03	\$ 5,478.07
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	1	\$ 361.00	\$ 434.82	\$ 434.82
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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.10 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 10 (MONOPOLE)
(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
	Reserved				0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 204,271.93

SCHEDULE OF PAYMENTS
EXHIBIT C.21.11 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 11 (MONOPOLE)
(COUG)

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.11 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 11 (MONOPOLE)
(COUG)

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
Power Telco								
Kohler	Generator 24/72 Hour	20REOZK	1007643	SGM32D43W	1	\$ -	\$ -	\$ -
	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	1002940	1155697-150213-029	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
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	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
	Reserved				0		\$ -	\$ -
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	1	\$ 443.00	\$ 533.59	\$ 533.59
Valmont	(3) 6' PIVOT STANDOFF ARMS	TBD	TBD	TBD	2	\$ 2,274.00	\$ 2,739.03	\$ 5,478.07
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	1	\$ 361.00	\$ 434.82	\$ 434.82
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		\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.11 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 11 (MONOPOLE)
(COUG)

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				0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 11 - Phase 3 Total:								\$ 162,439.93

SCHEDULE OF PAYMENTS
EXHIBIT C.21.12 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 12 (ROOF TOP)
(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/T,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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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 (ROOF TOP)
(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 Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002942	1155697-150213-031	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 122,076.24

SCHEDULE OF PAYMENTS
EXHIBIT C.21.13 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 13 (Monopole)
(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)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.13 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 13 (Monopole)
(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
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	\$ 254.04	\$ 279.44	\$ 279.44
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	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 122,076.24

SCHEDULE OF PAYMENTS
EXHIBIT C.21.14 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 14 (COLLOCATION)
(MVS2)

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Site Pro	Antenna Sector frame	VFA14RRU or other mou	NA	NA	3	\$ 1,775.00	\$ 2,137.99	\$ 6,413.96
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.14 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 14 (COLLOCATION)
(MVS2)

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
Power and Telco								
Kohler	Generator 24/72 Hour	20REOZK	1013293	SGM32C275	1	\$ 41,832.00	\$ 41,832.00	\$ 41,832.00
Kohler	ATS							
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	1002944	1155697-150213-033	1	N/A	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	\$ -	\$ -	\$ -
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 14 - Phase 3 Total:								\$ 170,935.29

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)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Site Pro	Antenna Sector frame	VFA14RRU or other mount	NA	NA	3	\$ 1,775.00	\$ 2,137.99	\$ 6,413.96
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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	\$ -	\$ -	\$ -

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
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	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	\$ -	\$ -	\$ -
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 129,103.29

SCHEDULE OF PAYMENTS
EXHIBIT C.21.16 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 16 (ROOF TOP)
(UCLA2)

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.16 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 16 (ROOF TOP)
(UCLA2)

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 and Telco								
MSI / LA-RICS Excess	CAC Configuration AC/Manual Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002951	1155697-150213-040	1	NA	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	NA	N/A	N/A
Roof Top - Indoor - MISC eNB Equipment								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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 16 - Phase 3 Total:								\$ 122,076.24

SCHEDULE OF PAYMENTS
EXHIBIT C.21.17 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 17 (ROOF AND INTERIOR)
(IGPD)

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
	Reserved							
	Reserved							
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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
Raycap Inc.	Pluggable; upgradable,rack-mount tray equipment,w/Strikesorb protection and,front-panel alarm indication,for 12 remote radios	DC12-48-60-RM	NA	NA	3	\$ 1,709.30	\$ 1,880.22	\$ 5,640.67
DC Power Plant and Battery Back Up (BBU) equipment								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	0	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.21.17 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 17 (ROOF AND INTERIOR)
(IGPD)

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	0	\$ 5,790.36	\$ 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
Vertiv	CB,HYD MAG,1P,10A,80VDC,SPDT	102778	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,20A,80VDC,SPDT	102277	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	NS7100,3-Row,7Ft,w/o Battery Trays	582127000100	NA	NA	1	\$ 5,124.60	\$ 5,637.06	\$ 5,637.06
Vertiv	KIT,-48V BATTERY TRAY,23",100A CB	588820200SK00	NA	NA	3	\$ 427.05	\$ 469.76	\$ 1,409.27
Vertiv	Kit, Bus Bars, Battery Tray Cables	555478	NA	NA	1	\$ 160.97	\$ 177.06	\$ 177.06
Vertiv	Relay Rack,45U,23"W,84.00"H,Zone-4	562353	NA	NA	1	\$ 788.40	\$ 867.24	\$ 867.24
Power and Telco								
MSI/LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201490P	4002953	1155697-150213-042	0	N/A	\$ 6,724.00	\$ -
	Reserved							
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
Roof Top - Indoor - MISC eNB Equipment								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Motorola	2 Post Seismic Rated 19" Relay Racks - 2 Post. Ability to support Batteries, DC Plant and eNB Equipment	DSMOTORACK19	NA	NA	3	\$ 2,190.00	\$ 2,409.00	\$ 7,227.00
Warehouse Equipment								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
Urban Site 17 - Phase 3 Total:								\$ 120,441.11

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

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.18 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 18 (MONOPOLE)
(CLRMTDP)

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
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	\$ 254.04	\$ 279.44	\$ 279.44
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							
Larson	50' STEALTH MONOPOLE (REDWOOD)/ BRANCHES/ ANTENNA SOCKS/ ANTENNA MOUNT/CLADDING/ ANCHOR BOLTS/ ENTRANCE PORTS & HAND HOLES	TBD	N/A	N/A	1	\$ 52,205.00	\$ 62,880.92	\$ 62,880.92
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	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
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

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

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
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	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 198,178.00

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
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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.19 (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	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	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	\$ 254.04	\$ 279.44	\$ 279.44
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	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
	Reserved		N/A	N/A	0		\$ -	\$ -
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
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	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		N/A	N/A	0		\$ -	\$ -

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		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
Roof Top - Indoor - MISC eNB Equipment								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 155,993.44

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	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
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	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
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	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
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.21.20 (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
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	\$ 254.04	\$ 279.44	\$ 279.44
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	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
	Reserved				0		\$ -	\$ -
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
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	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		\$ -	\$ -

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
	Reserved				0		\$ -	\$ -
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
Fiber Transmission Cables								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
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:								\$ 155,993.44



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 2020

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

Dear Directors:

ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT ONE LA-RICS SITE AND APPROVE THE PROJECT BUDGET

SUBJECT

The Authority is seeking Board approval for the adoption, advertising and award of construction and installation work to be performed at one (1) LA-RICS Public Safety Broadband Network (PSBN) Round 2 site. Your approval will result in the adoption of plans and specifications, advertisement of bid for construction, and delegation of authority to the Executive Director to execute a construction contract for the proposed site in accordance with the project budget not to exceed \$381,710.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following finding:
 - a. Find the adoption, advertising and award of construction, implantation, and installation work at one (1) site, Montebello Police Department (MNTBLPD), as identified in Enclosure 1, is within the scope of the activities authorized at this site which your Board found statutorily exempt from review under California Environmental Quality Act (CEQA) on March 6, 2014, pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the site, if needed, to provide connectivity to the Long Term Evolution (LTE) (inclusive

- of phase 2 LTE) System, is categorically exempt under CEQA pursuant to CEQA Guidelines §§15301, 15303 and 15304, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the MNTBLPD site as follows:
 - a. Approve an estimated total project budget of \$381,710.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the MNTBLPD site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the MNTBLPD site.
 3. As it relates to Recommended Item 2, delegate authority to the Executive Director:
 - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
 - b. To waive inconsequential and non-material deficiencies in bids submitted.
 - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
 - d. To take all other actions necessary and appropriate to deliver the projects.
 4. Delegate authority to the Executive Director to:
 - a. Approve and process amendments for changes in work at the MNTBLPD site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.

- b. Authorize the issuance of one or more Notices to Proceed for the proposed work.

BACKGROUND

The National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, the Authority enlisted the assistance of Los Angeles County Department of Public Works (Public Works) to issue a Request for Proposals (RFP) for engineering design and construction drawings services relating to the buildout of PSBN Round 2 sites.

On October 4, 2018, your Board authorized the Executive Director to award a contract to David Evans and Associates, Inc. for engineering design and construction drawing services for the PSBN Round 2 sites.

On November 1, 2018, your Board authorized the Executive Director to further enlist the assistance of Public Works for the procurement of construction services to expand the PSBN pursuant to a Request for Statement of Qualifications (RFSQ) process. This RFSQ resulted in a list of prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders, as well as the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at seven (7) PSBN Round 2 sites for a total aggregate not to exceed amount of \$2,501,000.

On October 3 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at six (6) PSBN Round 2 sites for a total aggregate not to exceed amount of \$2,244,000.

On December 5, 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at five (5) PSBN Round 2 sites for a total aggregate not to exceed amount of \$1,708,990.

On February 6, 2020, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at two (2) PSBN Round 2 sites for a total aggregate not to exceed amount of \$763,420.

As your Board is aware, the Authority committed to build twenty-six (26) PSBN Round 2 sites, comprised of six (6) sites to be built by Motorola and twenty (20) sites that requires the Authority to request approval from your Board to issue an Information for Bids (IFB) and award a contract to the resultant lowest bidder. The Authority has identified the

MNTBLPD site as a contingent replacement site in the event one of the original twenty-six (26) sites cannot be completed by June 2020.

The recommended actions contemplated in this Board Letter seek your Board's approval to proceed with the adoption, advertisement, and resultant award of a contract for construction and installation work to be performed at one (1) additional PSBN Round 2 site.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to adopt, advertise, and award LA-RICS Telecommunication Facility Construction and Installation work at one (1) identified site, adopt the respective plans and specifications, authorize the issuance of an IFB for construction, award a respective contract resulting from a successful IFB solicitation, delegate certain authority to the Executive Director to carry out these actions, for a total aggregate not to exceed amount of \$381,710 for work at this site.

Further, approval of the recommended actions for the MNTBLPD site will provide the Authority with a contingent replacement if one of the original twenty-six (26) sites cannot be built within the grant performance period. Having a contingency site is critical to the success of the buildout to the PSBN Round 2 sites because of the compressed construction schedule. Board approval would reduce the risk of delay should a site drop.

Conditions of the BTOP grant funding require that the PSBN Round 2 buildout be completed by the Round 2 site deployment date of June 2020. To achieve the PSBN Round 2 buildout within the grant performance period, the Authority enlisted the assistance of Public Works to issue the RFP to perform engineering design and related services, which successfully yielded an agreement and resulted in construction drawings for this additional site contemplated in this Board Letter and detailed in the table below.

Additionally, Public Works assisted with the issuance of an RFSQ to develop a list of Prequalified Bidders to secure construction contractors on behalf of the Authority. The Authority will continue to use this same list of Prequalified Bidders previously approved by your Board.

Further, Public Works will continue to assist the Authority with the IFBs for the additional LA-RICS Telecommunication Facility and Construction Installation project to ensure the Authority successfully builds out PSBN Round 2 within the grant performance period. Please refer to the table below for specific information regarding this site.

Item No.	Site ID	Site Name	Site Type	Estimated Total Site Project Budget	10% Contingency for Estimated Total Project Budget (This is not for Change Orders)	Total Not to Exceed Estimated Total Project Budget Amount (Includes Contingency)
1.	MNTBLPD	Montebello Police Department	Monopole	\$347,009	\$34,701	\$381,710
TOTAL AGGREGATE NOT TO EXCEED AMOUNT:						\$381,710

CONTRACTING PROCESS

On May 13, 2019, Public Works issued an RFSQ on behalf of the Authority to develop a list of Prequalified Bidders to bid on IFBs for the construction of the Authority's PSBN Round 2 sites. The solicitation was posted on the County's "Doing Business with Us" website, on the Public Works website, and on the LA-RICS website. The notice was also sent electronically to approximately 65 vendors and was advertised in certain local news publications.

On May 30, 2019, a Bidder's Conference was held and on June 10, 2019, six (6) Statements of Qualifications (SOQs) were submitted in response to the RFSQ. Each SOQ was reviewed for compliance with the minimum qualifications set forth in the RFSQ. After a careful review, all six (6) SOQs were determined to meet the minimum qualifications as well as the overall RFSQ qualification threshold of 60% of the maximum 130 points.

On June 27, 2019, the Bidders were notified of their qualification as a Prequalified Bidder and the initial list of Prequalified Bidders was established and is now being brought to your board. Advertising for the construction bids (IFBs) will be to the list of Prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders.

FISCAL IMPACT/FINANCING

The total aggregate not to exceed amount of \$381,710 for the construction of an additional LA-RICS Telecommunication Facility Construction and Installation project contemplated in the recommended actions will be fully funded by the BTOP grant.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on March 6, 2014, that design, construction, implementation, operation, and maintenance of the LTE System infrastructure at site MNTBLPD were exempt from review under CEQA pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS, which

exempts these activities as long as they meet certain criteria set forth in the exemption. This determination was based on a detailed analysis of this site, available in the Authority's files. The Authority also determined on March 6, 2014 that leased circuit work that may occur outside of this site that is needed to connect to the LTE System is categorically exempt under CEQA pursuant to CEQA Guidelines Section 15301, 15303, and 15304 as such work would involve minor alteration in the condition of land within the public right-of-way. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Leased circuit work would not include the removal of healthy, mature scenic trees and would not be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemptions inapplicable based on the project records.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

M:\CONSTRUCTION RFSQ\Board Letters\2020-03-05\IFB Triple A (1 MNTBLPD Site)\AAA Board Letter_(1 MNTBLPD Site)_02-24-20.docx

Enclosure

cc: Counsel to the Authority

**PSBN ROUND 2 SITE FOR THE
LA-RICS AUTHORITY TELECOMMUNICATION FACILITY
CONSTRUCTION AND INSTALLATION PROJECT**

Item	Site ID	Site Name	Site Address
1.	MNTBLPD	Montebello Police Department	1600 W. Beverly Blvd., Montebello, CA 90640



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 2020

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

Dear Directors:

**APPROVE A SOLE SOURCE AGREEMENT WITH AT&T CORP.,
FOR FIRST RESPONDER MOBILITY ZONE SERVICES**

SUBJECT

The Authority is seeking Board approval to enter into a sole source agreement with AT&T Corp. (AT&T) for First Responder Mobility Zone (FRMZ) Services which include equipment acquisition for rapid response vehicles as well as satellite services for a total not to exceed amount of \$78,482. The sole source is appropriate, given AT&T, as the FirstNet vendor for the federal government, is the only source of this equipment and services for use on the FirstNet network. The federal grantor has already approved use of BTOP funds for this agreement.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Authorize the Executive Director to enter into and execute a sole source Agreement, substantially similar to the enclosed, with AT&T for FRMZ services that will allow the Authority to acquire specialized equipment and satellite services for the Authority's rapid response vehicles for a total not to exceed amount of \$78,482.
2. Delegate authority to the Executive Director to approve and execute Amendments to the Agreement that do not impact the total contract amount, 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 February 15, 2018, the Authority submitted the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) to the National Oceanic and Atmospheric Administration (NOAA) and the National Telecommunications and Information Administration (NTIA), which included three Objectives to mitigate coverage and capacity issues throughout the Los Angeles County region funded by the Broadband Technologies Opportunities Program (BTOP) grant. Subsequently, 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 operating in mountainous regions.

In connection with Objective 2, on April 3, 2019, your Board 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. AT&T is the sole vendor on the FirstNet platform that can provide these goods and services for use on the rapid response vehicles.

On January 22, 2020, the Authority entered into an agreement with Sun West Engineering, Inc. to procure two (2) rapid response vehicles: one (1) Cell on Light Truck (COLT) and one (1) Cell on Pickup Truck (COPT) to extend and enhance coverage and capacity beyond the static infrastructure to first responders wherever needed. Procurement of these rapid response vehicles would satisfy Objective 2 contemplated in the PIP. Use of the FRMZ equipment and services from AT&T would be used on the COLT and the COPT.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to enter into a sole source agreement with AT&T for FRMZ services to outfit the Authority's rapid response vehicles with specialized equipment and utilize AT&T's unique FRMZ equipment and satellite service, all to ensure that the rapid response vehicles have the ability to quickly and efficiently respond to emergencies throughout the Los Angeles County region. The specialized FRMZ equipment and services is comprised of an AT&T certified band 14 eNodeB, an AT&T certified satellite modem, a Cradlepoint modem, engineering support services, and FRMZ Satellite Services, all of which is only offered by AT&T for use on the FirstNet network.

FISCAL IMPACT/FINANCING

The total aggregate not to exceed amount of \$78,482 will be fully funded by the BTOP grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

M:\FRMZ AGREEMENT\Board Letters\2020-03-05) FRMZ Award\FRMZ Board Letter_02-24-20.docx

Enclosure

cc: Counsel to the Authority



MASTER AGREEMENT

Customer	AT&T
Los Angeles Regional Interoperable Communications System (LA-RICS) Authority Street Address: 2525 Corporate Place, Suite 100 City: Monterey Park State/Province: CA Zip Code: 91754 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Ted Pao Title: LA-RICS Chief Information Security Officer (CISO) Street Address: 2525 Corporate Place, Suite 100 City: Monterey Park State/Province: CA Zip Code: 91754 Country: USA Telephone: (323) 881-8028 Fax: Email: tpao@lasd.org	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Scott Edson	Name:
Title: LA-RICS Authority Executive Director	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.
- (e) **Grant Funding Requirements.** Customer's Grant Funding Requirements at Exhibit C (LA-RICS Authority Grant Funding Requirements) are included as part of this Master Agreement.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement, including Exhibit C thereto; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. To the extent any inconsistency exists or arises as between this Master Agreement and Exhibit C hereto, the terms and conditions of this Master Agreement will control.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will

MASTER AGREEMENT

furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** RESERVED.

4.8 **Adjustments to MARC.**

- (a) RESERVED.
- (b) RESERVED.

MASTER AGREEMENT

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

MASTER AGREEMENT

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do

MASTER AGREEMENT

not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If any payment by Customer is made in advance of the completion of any Services, AT&T shall reimburse Customer the pro rata portion of the unused or not provided Services only, subject to this Section 8. AT&T is under no obligation to reimburse Customer for any Purchased Equipment.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) RESERVED.

8.5 **Appropriations; Funding.** By executing a Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Pricing Schedule Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under a Pricing Schedule, Customer may terminate the Pricing Schedule without liability for the termination charges set forth in Section 8.4 upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new

MASTER AGREEMENT

Pricing Schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate a Pricing Schedule under this Section. Termination of a Pricing Schedule for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates a Pricing Schedule under this Section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
 - (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
 - (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- 10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 Legal Action. RESERVED.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of California, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

MASTER AGREEMENT

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

**MOBILITY APPLICATIONS
FIRST RESPONDERS MOBILITY ZONE PRICING SCHEDULE**

Customer	AT&T	AT&T Sales Contact <input type="checkbox"/> Primary Contact
Los Angeles Regional Interoperable Communications System (LA-RICS) Authority 2525 Corporate Place, Suite 100 Monterey Park CA, 91754 USA	AT&T Corp. or enter the International Affiliate Name	Name: Street Address City State/Province Zip Code Country Telephone: Fax: Email: Branch Manager: Sales Strata: Sales Region:
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Ted Pao Title: LA-RICS Chief Information Security Officer (CISO) 2525 Corporate Place, Suite 100 Monterey Park CA, 91754 USA Telephone: (323) 881-8028 tpao@lasd.org Customer Account Number or Master Account Number:	Street Address City State/Province Zip Code Country With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Street Address City State/Province Zip Code Country Telephone: Fax: Email: Agent Code:

This Pricing Schedule is part of the Master Agreement between AT&T and Customer referenced above. The Master Contract # is _____

Documents attached to this Pricing Schedule:

- Exhibit A: Service Guide
- Exhibit B: Price List

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Scott Edson	Name:
Title: LA-RICS Authority Executive Director	Title:
Date:	Date:

	AT&T and Customer Confidential Information Page 1 of 6	FRMZ Pricing Schedule
--	--	-----------------------

AGENDA ITEM M - ENCLOSURE

**MOBILITY APPLICATIONS
FIRST RESPONDERS MOBILITY ZONE PRICING SCHEDULE**

1. SERVICES

Service	Service Description
First Responders Mobility Zone	Exhibit A – Service Guide

Customer agrees to purchase from AT&T Equipment and Services subject to the terms of the Service Guide for one or more of and within the listed Areas of Operation

Type of FRMZ Equipment- See Exhibit B

Address 1275 N. Eastern Avenue, Los Angeles, CA 90063

Area of Operation State of California

The Network Type for the above installation(s) is Closed Semi-Private. Closed Semi-Private Network Requirement: Customer is required to provide a list of authorized users prior to deployment or redeployment to ensure connections at the time of service turn-up. Users need to be programmed in order to connect to FRMZ.

Changes to Area of Operation: Customer is required to notify AT&T before all redeployments or relocation. Failure to notify AT&T of any redeployment or relocation may result in the system being rendered inoperable Notices to AT&T must be sent as follows:

Email AT&T support at FRMZ-Support@att.com and provide the following information:

1. Contact information
2. Address or coordinates of new deployment

Authorized Customer Contact Person(s).

1. Authorized Contact name(s) and title(s): Ted Pao / Mana Elliot
2. Authorized Contact email address(s): tpao@lasd.org / mselliot@lasd.org
3. Authorized Contact telephone number(s): (323) 881-8028 / (323) 881-8261

If Customer wishes to change the authorized contact person(s), Customer must give AT&T twenty-four hours prior written notice by email to FRMZ-Support@att.com of the name(s), title(s) telephone numbers and email address(s) of the new authorized contact person(s).

1. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term Effective Date	February 5, 2020
Service Start Date	May 1, 2020

The term of this Pricing Schedule commences on the Effective Date and, unless sooner terminated as provided herein, will remain in effect for 12 months from the Effective Date or a mutually agreed upon Service Start Date (the "Initial Term"). This Pricing Schedule will automatically renew for up to 3 additional successive 12 month terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term") unless either Party elects not to renew by providing written notice to the other Party at least thirty days prior to the expiration of the Initial Term or the then current Renewal Term. For avoidance of doubt, an Effective Date for the Services referenced herein may be independent of the implementation of this Pricing Schedule relating to the sale, delivery and provisioning of FRMZ Equipment if there is a designated Service Start Date that differs from the Effective Date.

	AT&T and Customer Confidential Information Page 2 of 6	FRMZ Pricing Schedule
--	--	-----------------------

**MOBILITY APPLICATIONS
FIRST RESPONDERS MOBILITY ZONE PRICING SCHEDULE**

2. EARLY TERMINATION FEE

If before the Pricing Schedule Term is completed Customer terminates this Pricing Schedule for convenience or AT&T terminates for cause, an early termination fee in the amount of the unpaid balance due for the remainder of the Term for AT&T FRMZ Satellite Service at the price set forth in Exhibit B.

3. EQUIPMENT

A. Customer hereby agrees to purchase FRMZ Equipment identified on Exhibit B ("Price List"). The Equipment will be delivered to the location(s) set forth on Exhibit B.

B. Sale of the Equipment is F.O.B. from the shipping location. At Customer's request and cost, AT&T may agree to arrange for freight or in-transit insurance for Customer's shipment(s). If AT&T arranges freight and/or in-transit insurance on behalf of Customer, AT&T will invoice Customer for amounts paid by AT&T as a separate line item.

C. AT&T will not be liable for failure to meet any delivery requirements as agreed upon by the parties; provided, however, that delays in Equipment delivery may trigger a right in Customer to terminate under Section 8.B below.

D. Customer has the right to inspect the FRMZ Equipment within forty-eight hours of delivery and must notify AT&T of any damaged or defective FRMZ Equipment or any FRMZ Equipment does not conform to the agreed upon specifications in Exhibit B. FRMZ Equipment not rejected prior to expiration of the foregoing inspection period shall be deemed accepted by Customer. In addition, AT&T is not liable for any shortage in the number of FRMZ Equipment pieces shipped unless Customer notifies AT&T of such shortage within the forty-eight hour inspection period.

4. TERMINATION OF AGREEMENT

A. In the event that Customer transfers or sells the FRMZ Equipment (including, but not limited to, a bona fide sale structured as a long term charter or lease) to any person or entity, excluding any affiliate of Customer, AT&T may terminate this Pricing Schedule and the FRMZ Services immediately without refund or further obligation.

B. Customer may terminate this Pricing Schedule (i) immediately in the event of 90 day delay in delivery of the Equipment, in which case Customer will have no further obligations to AT&T under this Agreement, or (ii) upon thirty days written notice to AT&T, in which case Customer will be responsible for all unpaid charges for ordered FRMZ Equipment and for FRMZ Satellite Services and FRMZ Network Management Support Services for the remainder of the Term.

C. If either party is in default under the terms or conditions of this Pricing Schedule, including, but not limited to, any terms or conditions contained in any Exhibits, the other may provide written notice of the default. The defaulting party has thirty days from receipt of the written notice in which to cure monetary default(s), and sixty days from receipt of the written notice in which to cure non-monetary default(s). If the default is a monetary default, and such default is not cured within the cure period, then the non-defaulting party may, at its option, terminate this Pricing Schedule. In the event of any other default, if the default is not cured within the cure period, then the non-defaulting party may, at its option, terminate this Pricing Schedule for cause.

D. Notwithstanding anything herein to the contrary, if a Force Majeure Event prevents AT&T from providing the Services for a period of sixty consecutive days or more, each party has the option to terminate this Pricing Schedule upon written notice to the other party.

E. The parties acknowledge and agree that improper use or modification of the equipment used to provide FRMZ Satellite Service may cause substantial damage to such equipment and/or may interfere with the FRMZ Satellite Service. If such equipment does not comply with the operational requirements provided by AT&T, including, but not limited to, changing configurations, parameters or increasing power upon receiving telephone or facsimile notice from AT&T, then AT&T may, in addition to any other remedies it may have under law or in equity, terminate this Pricing Schedule.

	AT&T and Customer Confidential Information Page 3 of 6	FRMZ Pricing Schedule
--	--	-----------------------

**MOBILITY APPLICATIONS
FIRST RESPONDERS MOBILITY ZONE PRICING SCHEDULE**

EXHIBIT A

SERVICE GUIDE

	AT&T and Customer Confidential Information Page 4 of 6	FRMZ Pricing Schedule
--	--	-----------------------

AGENDA ITEM M - ENCLOSURE



Table of Contents

First Responders Mobility Zone	2
Service Description (SD).....	2
SD-1. Overview	2
SD-1.1. FRMZ Equipment	3
SD-1.2. FRMZ Wireless Service	3
SD-1.3. FRMZ Satellite Service	3
SD-1.3.1. General	3
SD-1.3.2. Service Specifications	4
SD-1.4. Emergency Services	4
SD-1.5. FRMZ Network Management Support Service	4
SD-1.6. Important Information	5
SD-2. Customer Obligations.....	6
SD-3. Regulatory Matters	8
SD-4. Use of Third-Party Networks.....	8
SD-5. Disclaimer of Warranties; Damages Limitation	8
SD-6. Service Termination	8
SD-7. Glossary.....	9
Pricing (P).....	12
P-1. Rates and Charges	12

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T
Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as implemented as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

First Responders Mobility Zone

Section Effective Date: 30-Sep-2018

First Responders Mobility Zone (FRMZ) includes deployable equipment that provides AT&T Band Class 14 4G LTE wireless service where permanent network coverage is not available within AT&T licensed areas, satellite service between the FRMZ equipment and AT&T's mobility network and related management services.

This Service Guide consists of the following parts:

- Service Description (SD)
- Pricing (P)

Service Description (SD)

SD-1. Overview

Section Effective Date: 30-Sep-2018

First Responders Mobility Zone (FRMZ) includes (i) deployable equipment (FRMZ Equipment) that provides AT&T Band Class 14 4G LTE wireless coverage where permanent network coverage is not available within AT&T licensed areas; (ii) wireless service (FRMZ Wireless Service) between compatible devices and the FRMZ Equipment; (iii) &T-provided satellite services connecting to the FirstNet Evolved Packet Core (FRMZ Satellite Service) and (iv) related management services (FRMZ Network Management Support Services).

FRMZ provides authorized Agency Paid Users of FirstNet Public Safety Entities access to voice and data connectivity beyond the planned terrestrial permanent footprint for the Nationwide Public Safety Broadband Network ("NPSBN") and associated radio access networks ("RANs") and/or when the permanent terrestrial wireless network is unavailable. FRMZ Equipment and FRMZ Services are intended for use in Underserved Areas, No Service Areas or areas predetermined by coordination between Customer and AT&T. Customer may extend FRMZ operations to affiliates of the Customer only, including the Los Angeles County Sheriff's Department, the Los Angeles County Fire Department, and other so-affiliated, official Los Angeles County Agencies.

FRMZ is available for use by authorized Agency Paid Users of FirstNet Primary Users and FirstNet Extended Primary Users who use devices with a FirstNet SIM (313-100). Customers must provide AT&T with an initial list of authorized Agency Paid Users ("User List") before FRMZ Wireless Service is provisioned. AT&T reserves the right to monitor and change a User List at any time for security reasons, fraud, technical limitations, regulatory changes or other reasons as determined by AT&T.

FRMZ is only available for use within the continental United States, Hawaii, Alaska, Puerto Rico and U.S Virgin Islands that are served by AT&T-licensed Band Class 14 spectrum. AT&T reserves the right to exercise its sole and reasonable discretion to limit the number of Public Safety Entities Customers that may purchase FRMZ and the extent to which such Customers may deploy and utilize it within their organizations. AT&T further reserves the right to limit the number of simultaneous users of FRMZ within a specific geographic location.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as it existed as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

All terms not defined herein shall have the definitions set forth in the AT&T FirstNet Solution Service Guide.

SD-1.1. FRMZ Equipment

Section Effective Date: 30-Sep-2018

Each FRMZ system relies on the same basic components. The FRMZ small cell, mast and its cellular antenna provide FRMZ Wireless Service to the cell phones and other communication devices within the coverage area. The mast connects to the remainder of the FRMZ unit, which hosts all the active electronic equipment. The FRMZ unit is then connected to a satellite system for backhaul to the FirstNet Evolved Packet Core. Traffic is then delivered to the FirstNet wireless network.

Basic System Components of FRMZ Equipment are offered as Purchased Equipment and include:

- Enclosures: FirstNet Customers may purchase new enclosures from AT&T, supply their own enclosures or convert existing assets such as a vehicle or trailer to provide an enclosure. Various enclosures can be supported for Customer deployables, including portable kits, trailers, compact rapid deployables and Customer-owned vehicles and trailers.
- Small Cell (eNodeB)
- Satellite Equipment, including auto-deploy dishes, amplifiers, and modems
- Masts

Custom configurations may be supported upon request.

AT&T's standard equipment return processes and policies do not apply to FRMZ Equipment; contact an AT&T representative for information about equipment returns.

SD-1.2. FRMZ Wireless Service

Section Effective Date: 30-Sep-2018

FRMZ Wireless Service operates on the AT&T PLMN 313-100 network as a Semi-Private Closed Network. Users of Semi-Private Networks acknowledge all FRMZ FirstNet users will have access to the FRMZ Equipment and FRMZ Wireless Service. Authorized end users of FRMZ Wireless Service must have a compatible FirstNet Ready device provisioned with a FirstNet SIM. FRMZ Wireless Service authorized end users incur voice and data usage charges. Measured usage incurred in connection with this Service is charged as specified in the user's AT&T voice and/or data plan. Service range for FRMZ Wireless Service is up to 1/2 mile radius, depending on the equipment used and its location.

SD-1.3. FRMZ Satellite Service

SD-1.3.1. General

Section Effective Date: 30-Sep-2018

AT&T FRMZ Satellite Service is required to maintain FRMZ LTE Band Class 14 network connectivity. Charges for this service are included for the first year in connection with the purchase of FRMZ Equipment. After the first year, FRMZ Satellite Service must be separately purchased at then-current rates.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
 See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
 AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as published as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

SD-1.3.2. Service Level Objective and Specifications

Section Effective Date: 30-Sep-2018

FRMZ Satellite Service has one Service Level Objective when AT&T FRMZ Satellite Service is used: Committed Information Rate (CIR) duplex services with an uptime of 99.5%.

The following are the AT&T FRMZ Satellite Service options:

2Mbps X 2Mbps

- This service can handle up to 20 concurrent LTE HD voice call with data service using FRMZ Equipment and basic 2 Mbps AT&T FRMZ Satellite Service.
- Committed Information Rate (CIR) of 2Mbps with 10Mbps burst rate duplex service.
- Upgraded 55W BUC required for 10 Mbps burst rate
- Contention 5:1 or better

1Mbps X 1Mbps

- This service can handle up to 14 concurrent LTE Non-HD voice call with data service using FRMZ Equipment and basic 1Mbps AT&T FRMZ Satellite Service.
- Committed Information Rate (CIR) of 1Mbps with 10Mbps burst rate duplex service.
- Upgraded 55W BUC required for 10 Mbps burst rate
- Contention 10:1 or better

512 Kbps X 512 Kbps

- This service can handle up to 7 concurrent LTE Non-HD voice call with data service using FRMZ Equipment and basic 512Kbps AT&T FRMZ Satellite Service
- Committed Information Rate (CIR) of 512 Kbps with 10Mbps burst rate duplex service.
- Contention 20:1 or better
- Upgraded 55W BUC required for 10 Mbps burst rate

Higher grades of service are available upon request. Greater numbers of concurrent users can be supported with higher grades of AT&T FRMZ Satellite Service.

AT&T makes no representations or warranties as to the performance of Bring Your Own backhaul, including whether such backhaul can meet the performance levels required to maintain connectivity to the FirstNet Evolved Packet Core and its compatibility with FRMZ Services. Customer, not AT&T, is solely responsible for the performance of Bring Your Own backhaul when used in connection with FRMZ Services.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as published as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

SD-1.4. Emergency Services

Section Effective Date: 30-Sep-2018

FRMZ Services can be used to provide connectivity to 9-1-1 emergency services. When Customer or its affiliates use those services to make calls to 9-1-1 service providers, Customer must provide AT&T accurate location information and Area of Operation for the FRMZ Equipment. Failure to provide such information may result in the equipment being inoperable or in calls to 9-1-1 being routed to the incorrect Public Safety Access Point ("PSAP"). If Customer wishes to move equipment used to provide FRMZ Services after its initial deployment, or to move the FRMZ Equipment outside of its designated Area of Operation with AT&T's permission, Customer must provide new location information before moving such equipment. Moving such equipment outside of its designated Area of Operation requires up to 24 hours to update the 9-1-1 database with new location information.

SD-1.5. FRMZ Network Management Support Service

Section Effective Date: 30-Sep-2018

AT&T FRMZ Network Management Support Service is required to maintain FRMZ LTE Band Class 14 network connectivity. AT&T will provide FRMZ Tier 1 support through the FirstNet Customer Support Center (FNCSC) 24 hours a day/seven days a week. FNCSC will transfer requests for Tier 2 support to AT&T Vanguard Network Operations' technical support. AT&T Vanguard Network Operations provide timely telephonic support related to FRMZ Services Monday- Friday 7am-6pm PST. On-call support is provided during non-business hours.

Testing, Turn- up, and Maintenance support includes:

- Coordination and assistance in connection with Customer's testing and certification of the FRMZ Equipment at the time agreed upon by the parties. Customer may request AT&T to provide complete installation services at an additional cost to be agreed upon by the parties.
- Supervision of the installation of the FRMZ Equipment when required.
- Support for all testing and certification of the installation of the FRMZ Equipment.
- If requested by Customer, AT&T will provide scheduled and unscheduled maintenance of the FRMZ Equipment at the Customer's expense after the initial manufacturer's warranty period expires.
- AT&T will provide initial and supplemental ongoing training of select Customer personnel as Customer requests. Training will consist of items included in a mutually agreed upon schedule. Supplemental on-site training is not included in the fees for FRMZ Network Management Support Service may be purchased separately.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the Service Guide as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

FRMZ Network Management Support Service also includes:

- LTE spectrum management
- Technical support and lifecycle management
- Satellite transport engineering and Quality of Service (QoS) support for AT&T FRMZ Satellite Service
- E911 management
- Authorized user management

Charges for these support services may be included for the first year in connection with the purchase of FRMZ Equipment. After the first year, FRMZ Network Management Support Service must be separately purchased at then-current rates.

SD-1.6. Important Information

Section Effective Date: 30-Sep-2018

- FRMZ is intended primarily for use in emergency situations.
- Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed. Coverage is only available in Band Class 14 licensed areas. All service, including satellite backhaul, is subject to transmission, terrain, system, capacity and other limitations.
- AT&T does not guarantee and is not liable for the security of wireless transmissions, and AT&T assumes no liability for, and specifically disclaims, all liability associated with service outages.
- Equipment used to support FRMZ Satellite Service must be placed away from any large structures or trees and have a clear view of the sky in order to use the satellite backhaul. Satellite backhaul is not available indoors or in vehicles with a covered canopy/roof. Clouds or precipitation will generally not materially affect FRMZ Satellite Service, but buildings, terrain, foliage or other solid objects (including thick glass or wire mesh) may block direct line of sight to the satellite.
- Additional hardware, software, and/or services may also be required.
- AT&T owns the exclusive rights to the frequencies related to the FRMZ Services, Numbers and transmission facilities used by AT&T in the provision of FRMZ. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned frequencies. Neither Customer nor any of Customer's affiliates may install any amplifier, enhancer, repeater or other device or system on the AT&T network or frequencies without AT&T's prior written approval. AT&T has the right, but not the obligation, to: (a) audit the operation of the devices or system at any time, with prior notice or coordination; and (b) ensure that any device or system does not cause interference with AT&T's wireless network, transmission facilities or other equipment ("Interference").

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
 See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
 AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as published as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

AT&T Business Service Guide
First Responders Mobility Zone

If any device or system is installed for Customer by an approved contractor, AT&T will, in its sole discretion, investigate whether Customer's device or system is causing Interference. During the course of the investigation, AT&T will have the right to require Customer to disable or shut down the device or system until the source of Interference can be determined. Should AT&T determine that the device or system causes Interference, AT&T will provide Customer documented proof of its findings and may, at AT&T's option, require Customer to do one or both of the following at Customer's sole cost and expense: (a) disable or shut down the device or system until Customer pays for any facility or equipment upgrades required to eliminate the Interference, or (b) remove the device or system upon thirty days' notice to the Customer of the Interference.

- FRMZ may only be purchased through the AT&T direct sales channel.
- FRMZ Services and FRMZ Equipment will be automatically disabled and incapable of being "On Air" in areas where: (i) the system is not required to complete a call or provide service, (ii) operation of the system is in violation of FCC rules and/or applicable law, (iii) AT&T is not licensed to provide service or (iv) the system cannot be supported due to lack of resources including, but not limited to, network, spectrum, network restoration or human resources and conditions outlined in the Excusable Delays section found at FAR 52.212-4, subparagraph (f).
- FRMZ Services and FRMZ Equipment will be automatically disabled and incapable of being On Air when the Line of Demarcation is crossed because those Services or Equipment are moved outside the designated Area of Operation. In addition, location based services may not be available, limited or inaccurate if address location information is not immediately provided for moves of the FRMZ system outside the designated Area of Operation.
- Wireless service and features normally available on the terrestrial permanent footprint of the NPSBN and associated RANs may not be available while using FRMZ Equipment and/or may perform differently or have limited capability. In addition, location based services may not be available, limited or inaccurate if address location information is not immediately provided for moves of the FRMZ system outside the designated Area of Operation.
- AT&T may modify the pricing, terms, conditions, equipment and services offered as part of FRMZ at any time, with or without notice. FRMZ Services are subject to change without notice, and AT&T may discontinue offering or providing FRMZ Services at any time.
- AT&T reserves the right to improve its product and specifications and will provide written notice of any proposed changes to the system or the FRMZ Equipment located on the Customer's Premises. If Customer elects to have such improvements implemented, the parties will enter into a separate schedule or addenda setting out the terms and conditions of the implementation of such improvements.

SD-2. Customer Obligations

Section Effective Date: 30-Sep-2018

- Customer must ensure sufficient system capacity and bandwidth to support connectivity, whether purchased as part of AT&T FRMZ Satellite Service or Bring Your Own backhaul
- Customer is solely responsible for operation, and maintenance of Customer's equipment, including purchased FRMZ Equipment.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
 See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
 AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as modified as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

AT&T Business Service Guide
First Responders Mobility Zone

- Before moving FRMZ Equipment, Customer must provide AT&T new location information and obtain AT&T's consent to provide FRMZ Services at that location.
- Customer must provide AT&T with as much prior written notice as is reasonable for any addition or changes to the User List of authorized users' devices and their associated IMSI/MSISDN details. These changes may not be implemented until the first date of the Customer's next billing cycle.
- Customer must obtain all authorizations, permits and/or licenses required for its uses of FRMZ Services and FRMZ Equipment and authorized users' devices other than those provided by AT&T.
- Customer must provide, install and maintain, at its sole expense, all rack space, HVAC and interconnection cables necessary for use of the FRMZ Equipment and maintain suitable power to all related equipment at all times.
- Customer must perform all boring and/or drilling of openings necessary and appropriate to enable the use of FRMZ Equipment at Customer's Premises and install all cables required to properly maintain all related equipment.
- Customer is solely responsible for providing, operating and maintaining all non-AT&T equipment used in connection with FRMZ Equipment and FRMZ Services, and must provide sufficient system capacity and bandwidth to support connectivity to Customer's installation.
- Customer must ensure that all equipment used in connection with FRMZ Services is compatible with such services and complies with all applicable FCC and FAA regulations, as well as all other applicable federal regulations, and state laws.
- Customer agrees to permit AT&T access to the Customer's Premises and all reasonably necessary or required facilities or equipment on such Premises, at reasonable times and upon reasonable notice, for the purpose of performing the testing and certification of the FRMZ Equipment. In the event that administrative links and, or connectivity to any equipment managed by Customer prevent or in any way inhibit full control by AT&T over the radio access parameters and radio transmission for FRMZ Services, AT&T will not be liable for any resulting or related damages. Neither is AT&T responsible or liable for any delay that results from a delay or refusal by Customer to provide access to the Customer's Premises, or to necessary or required facilities or equipment associated with the Customer's use of FRMZ Services. Customer acknowledges and agrees that AT&T maintains at all times the right to interrupt or cease the FRMZ Services at its sole discretion, and may do so with or without access to the Customer Premises; provided that AT&T will use reasonable efforts to give Customer notice prior to any such interruption or cessation of the FRMZ Services. In addition, AT&T will not be liable for any default or delay in performance of the FRMZ Services resulting from Customer's denial of access to AT&T.

Because access to internal Customer spaces, properties or facilities may be necessary for the performance of the FRMZ Services, AT&T agrees, subject to compliance with applicable laws and AT&T standard policies, to comply with Customer's reasonable physical and logical security requirements. AT&T will not use or seek unauthorized access to Customer's network. If access to Customer Premises and Customer's respective security protocols requires an official government security clearance, Customer will notify AT&T of these requirements in advance of contract signing and cooperate with AT&T in acquiring the appropriate security clearance or arriving at an equivalent solution.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
 See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
 AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as provided as of August 17, 2019.

AGENDA ITEM M - ENCLOSURE

SD-3. Regulatory Matters

Section Effective Date: 30-Sep-2018

Customer must comply with FCC rules related to the operation and placement of FRMZ Equipment. AT&T may disable such equipment at any time when Customer or such equipment is not in compliance with FCC rules and regulations. Customer acknowledges that changes in the RF Profile by Customer may be prohibited by law. Accordingly, if Customer changes the RF Profile of the FRMZ Equipment, Customer is solely responsible for all legal and regulatory impacts of such changes including, without limitation, indemnifying AT&T for its costs, expenses, losses or damages. Customer acknowledges that it must complete an FAA tower analysis for all in-field deployments of the FRMZ Equipment with the AT&T-supplied antenna mast. Modification or substitution of the mast is not permitted, and Customer is solely responsible for installing any mast(s) not furnished by AT&T.

SD-4. Use of Third-Party Networks

Section Effective Date: 30-Sep-2018

If Customer installs, operates, or engages any third-party public or private networks, whether or not licensed, alongside of or sharing network facilities with AT&T's at a Customer's premises, Customer is solely responsible for and assumes all risk related to managing interoperability between any such third-party system or network and the FRMZ Services. Bring Your own backhaul is considered to be a third-party network. In such case, AT&T shall have no liability or responsibility related to the provision of the FRMZ Services, and Customer is solely responsible for all costs of services related to interoperability testing required to achieve interoperability of the respective networks.

SD-5. Disclaimer of Warranties; Damages Limitation

Section Effective Date: 30-Sep-2018

Customer expressly understands and agrees to the following disclaimers to the extent permitted by applicable law:

AT&T is not the manufacturer of the FRMZ Equipment. Any warranties and/or representations relating to the FRMZ Equipment are limited to those offered by the manufacturer. The FRMZ Equipment and FRMZ Services are provided by AT&T on an "as is" basis, and AT&T expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, AT&T is not liable for any damages arising out of or relating to interference, RF exposure, or any interruption or error in routing or completing calls or other transmissions (including 911 calls or any similar emergency response number).

SD-6. Service Termination

Section Effective Date: 30-Sep-2018

AT&T may disconnect the FRMZ Equipment or FRMZ Services from the AT&T network and terminate FRMZ Services immediately without further obligation if (i) Customer transfers or sells

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the service guide as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

the FRMZ Equipment to any person or entity, other than an affiliate of Customer; (ii) Customer fails to comply with AT&T's operational requirements, including, but not limited to, changing configurations, parameters or increasing power; (iii) Customer fails to comply with the Regulatory Matters section, (iv) Customer's use of the FRMZ Services or FRMZ Equipment poses a security or service risk to AT&T or may subject AT&T to liability, damages or danger, (v) AT&T receives notice or otherwise determines, in its sole discretion that Customer may be using the FRMZ Equipment or FRMZ Services for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of AT&T or any third party, (vi) AT&T determines, in its sole discretion, that providing consent to Customer to deploy the FRMZ Equipment is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason, (vii) Customer otherwise uses the FRMZ Equipment or FRMZ Services in a way that disrupts or threatens AT&T's network, or the systems, services, or network of any other carrier.

SD-7. Glossary

Section Effective Date: 30-Sep-2018

Glossary	
Acronym	Description/Definition
Area of Operation	A finite and bound geographical area in which AT&T is permitted to provide and the Customer is permitted to use the FRMZ Services and FRMZ Equipment.
AT&T	AT&T Corp. or its subsidiaries and affiliates that provide wireless voice and data services and FRMZ.
Closed Network- Semi-Private	A Semi-Private Network in which the equipment allows only a select list (User List) of AT&T Customers to access the equipment used to provide FRMZ Services. All FRMZ users can access any FRMZ Equipment and Services within their service area.
Customer Premises	The property associated with the location of the FRMZ Equipment and owned or leased by the Customer and or including Customer assets such as Vehicles or Sites AT&T may be required to access in order to engineer, furnish or install the FRMZ Equipment.
FRMZ	First Responders Mobility Zone; the name under which the FRMZ Equipment and Services are marketed by AT&T.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
 See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
 AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the Service as of the effective date of August 1, 2019.

AGENDA ITEM M - ENCLOSURE

Glossary	
Acronym	Description/Definition
FRMZ Equipment	Equipment offered by AT&T as Purchased Equipment used to provide FRMZ, including wireless receiving and transmitting equipment and related equipment including, but not limited to, satellite, routing/modem, amplifiers and other network.
FRMZ Services	FRMZ Wireless Service and FRMZ Satellite Service. FRMZ Services are only available for use in No Service Areas or Underserved Areas subject to all applicable local and federal law.
FRMZ Wireless Services	Wireless data service offered by AT&T over 4G LTE or future cellular networks, together with ancillary or incidental AT&T services necessary to provide the Wireless
Licensed Areas	Areas in which AT&T is licensed by the FCC or other applicable agency to broadcast radio frequency on channels assigned to AT&T.
Line of Demarcation	The Line of Demarcation is the point in which a system cannot cross without authorization from AT&T. The Line of Demarcation, when installed on in conjunction with FRMZ is also the point where the system will disable, not be On Air, lose functionality or emergency call routing (i.e., 911) based on both foreseen and unforeseen network, personnel, spectrum or geographical constraints.
No Service Area	As an area in which there is unsuitable signal to carry a mobile data session.
On Air	When FRMZ Equipment is transmitting radio frequency and/or has mobile phones attached to the AT&T network with the ability to process data services.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the Service as it exists as of August 1, 2019.

AGENDA ITEM M - ENCLOSURE

Glossary	
Acronym	Description/Definition
RF Profile	The radio frequency (RF) emissions characteristics as a function of the Equipment output power, external power boosters, antenna placement, antenna pattern, as well as RF reflected and refracted power from the Equipment due to nearby installed facilities as applicable to AT&T-supplied equipment and AT&T prescribed placement of the antenna. Changing any of these variables results in a change of the RF Profile.
Public Safety Answering (or Access) Point or PSAP	A geographically based call center responsible for answering calls to an emergency telephone number for police, firefighting, ambulance or other emergency services.
Service Start Date	A date mutually agreed upon by AT&T and Customer to turn on the functionality of FRMZ Services and to begin billing for Satellite and Support Services.
Site	A temporary deployment location for FRMZ Equipment including, but not limited, to field deployments or ad-hoc configurations related to ground or personnel forward deployments.
Underserved Area	An area in which intermittent yet frequent coverage problems prevent the Customer from conducting cellular data sessions. An area may be underserved due to limited radio frequency coverage
User List	The list of authorized users that are permitted to access and use FRMZ Services, including, but is not limited to, the following information: user's phone numbers, SIM information and user's equipment information (i.e., phones, data cards, laptops and tablets).
Vehicle	A mobile but terrestrial bound enclosure such as a car, truck, trailer, or military equipment that houses Equipment.

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

This document reflects the Service as of the effective date of the last revision, August 1, 2019.

AGENDA ITEM M - ENCLOSURE

Pricing (P)**P-1. Rates and Charges***Section Effective Date: 30-Sep-2018*

Pricing for FRMZ Equipment, FRMZ Satellite Service and FRMZ Network Management is on an individual case basis as set forth in the applicable Pricing Schedule or Service Order. Discounts are not available for FRMZ.

End of Service Guide

*The AT&T Business Service Guide is subject to change by AT&T from time to time.
See <http://serviceguidenew.att.com> for current version.*

© 2019 AT&T Intellectual Property. All rights reserved.
AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T
Intellectual Property and/or AT&T affiliated companies.

This document reflects the service as implemented as of August 12, 2019.

AGENDA ITEM M - ENCLOSURE

**MOBILITY APPLICATIONS
FIRST RESPONDERS MOBILITY ZONE PRICING SCHEDULE**

EXHIBIT B

PRICE LIST

EQUIPMENT: The FRMZ Equipment and Services consists of the following:

Description	Quantity	Unit Cost	Total*
EQUIPMENT AND SERVICES			
AT&T FirstNet Radio B14 with Integration			
FirstNet Radio with Integration, Testing (the radio comes with RF Antenna), and FirstNet Radio Engineering Support	2	\$ 13,555	\$ 29,821
Satellite Modem and Service			
IQ200 Modem, 10 Mbps License and AMIP	2	\$ 3,240	\$ 7,128
Satellite 1 Mbps Up / 1 Mbps Down, 10 Mbps Burst	1	\$ 30,000	\$ 33,000
WiFi Cradlepoint (Optional)			
WiFi Cradlepoint Router with Dual Band Antenna	2	\$ 1,231	\$ 2,708
Shipping			
Shipping	1	\$ 750	\$ 825
TOTAL:			\$ 73,482

*Note: Totals include up to 10% tax if applicable

Customer Equipment:

Included in Price List (above).

The FRMZ Equipment will be delivered to Customer at the following location Sun West Engineering, Inc. 3802 East Broadway Road, Phoenix, AZ, 85040, no later than the beginning of April 2020 or at the time and date agreed upon by the parties in writing, which may be by email from authorized representatives of each party.

SERVICES AND CHARGES

FRMZ Satellite Service and FRMZ Network Management Support Service are required to maintain FRMZ LTE Band Class 14 network connectivity.

FRMZ Satellite Service is not required if customer elects to bring their own satellite backhaul ("Bring Your Own Backhaul").

Bring Your Own Backhaul: Yes or No - The LA-RICS Authority does not intend to at this time, but reserves the right to do so at a later date.

	AT&T and Customer Confidential Information Page 5 of 6	FRMZ Pricing Schedule
--	--	-----------------------

**MOBILITY APPLICATIONS
FIRST RESPONDERS MOBILITY ZONE PRICING SCHEDULE**

Note: Customers that elect to bring their own satellite backhaul may purchase additional satellite backhaul from AT&T for an additional charge if their terminals are compatible with the AT&T network.

FRMZ Service is available Monthly or Yearly. The Service Start Date for FRMZ Satellite Service will begin on June 1, 2020. Service charges are as follows:

FRMZ Satellite Services

Satellite Bandwidth	Service Specifications
1 Mbps x 1 Mbps CIR	10 Mbps burst rate duplex service

The price for the FRMZ Satellite Service is as follows:

Satellite Price	Service Year	Service Billing Method
\$ 30,000	1 st Year	Included-bundled, Yearly
\$ 30,000	2 nd and 3 rd Year	Yearly – Optional

FRMZ Network Management Support Services

The price for the FRMZ Network Management Support Service is as follows:

Network Management Support Service Price	Service Year	Service Billing Method
\$ 299.00	1 st Year	[Included, Monthly or Yearly]
\$ 299.00	2 nd and 3 rd Year	[Monthly or Yearly]

FRMZ optional support services

Optional Support are offered as follows services:

Optional FRMZ Services	Service Description
\$ 0	On-site support is offered at \$2500 per day per FRMZ Equipment
\$ 0	\$2,500 per day fee is charged for site surveys and in-field design per FRMZ Equipment. Such fees are charged to Customer at the time of system purchase.

All prices exclude applicable taxes, fees and surcharges. All FRMZ Equipment Fees paid are non-refundable.

	AT&T and Customer Confidential Information Page 6 of 6	FRMZ Pricing Schedule
--	--	-----------------------

EXHIBIT C

LA-RICS AUTHORITY GRANT FUNDING REQUIREMENTS

1. Funding Resources

The parties anticipate that various government funding resources ("Funding Resources"), including municipal, State, federal and/or local grants or other funds, will be used to pay for the Work, including each Deliverable under the Master Agreement. Certain federal and/or state grant programs that may provide Funding Resources include, but are not limited to, those listed in this Section 1. This list of Funding Resources is not exhaustive and additional Funding Resources may be used to fund portions of the Master Agreement.

1.1 Urban Area Security Initiative ("UASI")

UASI was authorized by the USA Patriot Act of 2001 (Public Law 107-56) and the Department of Homeland Security Appropriations Act of 2005 (Public Law 108-334). Further information concerning this grant may be found at fema.gov/government/grant, dhs.gov, grants.gov and at CFDA Number 97.067.

1.2 Broadband Technology Opportunities Program ("BTOP")

The American Recovery and Reinvestment Act (Public Law 111-5) provided the Department of Commerce's National Telecommunications and Information Administration (NTIA) and the U.S. Department of Agriculture's Rural Utilities Service (RUS) with \$7.2 billion to expand access to broadband services in the United States. Of those funds, the Act provided \$4 billion to NTIA to support the deployment of broadband infrastructure, enhance and expand public computer centers, encourage sustainable adoption of broadband service, and develop and maintain a nationwide public map of broadband service capability and availability. Further information may be found at: <http://www2.ntia.doc.gov/>.

2. General

2.1 Funding of Agreement

Funding for all periods of this Master Agreement is subject to the continuing availability of federal grants or other funds for the Authority. The Master Agreement may be terminated in accordance with Paragraph 8 (Suspension and Termination) of the Master Agreement upon a loss or reduction of grant funds or other applicable Funding Resources.

2.2. Payment to Contractor

2.2.1 The Authority makes no commitment to fund this Project other than as stated in this Exhibit C of the Master Agreement. The Authority shall review Contractor's performance on a periodic basis. If Contractor does not meet the performance requirements set forth in the Pricing Schedule and Service Guide, respectively,

the Authority may, to the extent required or permitted under the Funding Resources, unilaterally reduce the compensation due to Contractor in compliance with the provisions set forth in the Master Agreement upon written notice to Contractor and as set forth by a written amendment to the Master Agreement.

- 2.2.2 Contractor shall be paid only for necessary, reasonable, allocable and allowable expenses incurred under the Master Agreement.

3. Compliance With State And Federal Requirements

3.1 Requirements Applicable To All Grant Agreements

Contractor shall comply with all applicable requirements of state, federal and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the Master Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours and other conditions of employment. Contractor shall comply with new, amended or revised laws, regulations and/or procedures that apply to the performance of the Master Agreement. These requirements include, but are not limited to, those listed below in this Section 3.

3.2 Office of Management and Budget (OMB) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies, OMB Circular A-110 and/or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

3.3 Single Audit Act

If federal funds are used in the performance of the Master Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq. and any administrative regulation or field memos implementing the Act. The provisions of this section shall survive expiration or termination of the Master Agreement.

3.4 Americans with Disabilities Act

Contractor hereby certifies that it shall comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq. and its implementing regulations. Contractor shall provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in

accordance with the provisions of the Americans with Disabilities Act. Contractor shall not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Contractor relating to this Master Agreement shall be subject to the provisions of this section.

3.5 Political and Sectarian Activity Prohibited

- 3.5.1 None of the funds, materials, property or services provided directly or indirectly under the Master Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office or for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to the Master Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- 3.5.2 If the Master Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the Authority a completed Attachment A (Certification Regarding Lobbying), if required, in accordance with 31 USC § 1352 and Department of Commerce implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." No funds will be released to Contractor until the Certification is filed.
- 3.5.3 Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

3.6 Subcontracts and Procurement

- 3.6.1 Contractor shall comply with applicable federal standards in the award of any subcontracts. For purposes of the this Master Agreement, subcontracts shall include but not be limited to, purchase agreements, rental and lease agreements, third party agreements, consultant service contracts and construction subcontracts.

3.6.2 RESERVED

3.7 Labor

- 3.7.1 Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

- 3.7.2 Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) as supplemented in the Department of Labor regulations (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented in the Department of Labor regulations (29 CFR Part 5), regarding labor standards for federally assisted construction sub agreements.
- 3.7.3 Where labor is required for public works as part of any requirements covered by this Master Agreement and as such is defined by the California Labor Code, Contractor shall pay no less than the applicable prevailing wages specified. Copy of prevailing wage rates is available for perusal on request.
- 3.7.4 Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- 3.7.5 None of the funds shall be used to promote or deter union/labor organizing activities. CA Government Code Sec. 16645 et seq.
- 3.7.6 Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- 3.7.7 Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- 3.8 Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any

other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

3.9 Environmental

- 3.9.1 Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

All work by Contractor shall comply with all applicable federal, state, and local environmental requirements, which may include, without limitation, the following: (a) environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) an approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) the California Safe Drinking Water and Toxic Enforcement Act of 1986; (i) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (j) the Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); (k) Section 508 of the Clean Water Act (38 U.S.C. §§1360 et seq.); (l) the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system; (m) the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.); (n) the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (o) the California Environmental Quality Act (CEQA), Public Resources Code §§21000 et seq., and California Code of Regulations, Title 14, Chapter 3, Section 15000-15007, including but not limited to as amended by Assembly Bill 1486 (2012); (p) the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871); (q) the Coastal Barrier Resources Act (P.L. 97-348) (16 USC 3501 et seq.) that prohibit the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 3.9.2 Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Contractor will comply with all conditions placed on any project as the result of the EHP review referenced in Section 7.1 below; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 3.9.3 Contractor shall assist the Authority in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.
- 3.9.4 Contractor shall ensure that (a) the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this Project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and (b) it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

3.10 Preservation

All work by Contractor shall comply with all applicable federal, state, and local historic and other preservation requirements, which may include (a) Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), (b) the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.) and (c) Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.).

3.11 Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the Authority concurrent with the execution of the Master Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all its Subcontractors shall certify accordingly. Contractor shall immediately inform the Authority if it is debarred or becomes debarred during the term of the Master Agreement.

3.12 Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §§701 et seq., 28 CFR Part 67 and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for

Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that Contractor take steps to provide a drug-free workplace; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

3.13 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

3.14 Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.).

3.15 Public Law 110-161

Contractor shall ensure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), that grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC 13212).

3.16 Public Law 103-227

Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

3.17 Public Law 103-333

Contractor shall assure, pursuant to Public Law 103-333, to the extent practicable, that all equipment and products purchased with funds made available under the Master Agreement shall be American made.

3.18 Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this grant-funded program. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- 3.18.1 Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contract. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Master Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- 3.18.2 A religious or faith-based Contractor will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. A religious or faith-based Contractor may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols. A religious or faith-based Contractor retains its Authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3.19 USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The USA PATRIOT Act also establishes restrictions on access to specified materials. —Restricted persons, as defined by the USA PATRIOT Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

3.20 Trafficking Victims Protection of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104), located at 2 CFR Part §175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which

funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR §175.15.

3.21 Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942

4. Audits and Inspections Applicable to All Grants

- 4.1 Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement imposing substantially the same obligations of confidentiality as set forth in this Agreement. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records for purposes of this Agreement.
- 4.2 AT&T shall (i.) correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit within two (2) full billing cycles, and/or (ii.) invoice Customer any underpayments as soon as

reasonably practicable under the circumstances. Customer shall pay any amounts owed in accordance with this Agreement.

- 4.3 AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or non-public information of other AT&T customers or other AT&T Confidential Information that is not relevant to the purposes of the review.

4.4 Physical Inspections

The Authority shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of the Master Agreement.

5. Prohibition of Legal Proceedings

Contractor is prohibited from using any Funding Resources received under the Master Agreement for the purpose of instituting legal proceeding against the Authority, its Members or their official representatives.

6. Participation of Small, Minority and Women's Business

Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall, and require its subcontractors to, provide opportunities for small, minority and women's businesses to participate in contracting and procurement activities generated under the Master Agreement. Contractor shall:

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. Other Grant Requirements

7.1 FEMA/OSHA Standards

Contractor agrees not to undertake any project or construction related activity prior to a full environmental and historic preservation (EHP) review. Failure to adhere conditions imposed as a result of to the EHP review will result in a non-compliance finding. Contractor agrees not to undertake any activity that has the potential to impact the EHP resources identified by that review without the prior written approval of FEMA/OHS, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. If ground disturbing activities occur during the Project implementation, the recipient must ensure monitoring of the ground disturbance and that if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

7.2 Publishing Documents

Contractor agrees that all publications created or published with funding from the applicable Funding Resources shall prominently contain the following statement: "This document was prepared under a grant from [APPLICABLE GRANT]. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Grantor." Contactor also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by [SOURCE]."

7.3 Grant Modification

Contractor shall comply with any modification or additional requirements that may be imposed by law and future grant guidance and clarification of federal requirements.

7.4 DUNS Number

Contractor shall, and shall require its subcontractors to obtain and maintain its own Dun and Brad Street Data Numbering System ("DUNS") Number, which shall be kept current at all times during which Contractor and its subcontractor received Grant Funds.

7.5 Subcontract to a Federal Agency

Contractor shall not make any award and shall not permit its subcontractors to make any award to a federal department, agency, instrumentality, or employee thereof, unless prior written approval is obtain from the appropriate Grant Officer and the Authority.

8. Recovery Act Grant Requirements

8.1 Recovery Act: Buy American

If Funding Resources are used under this Master Agreement to construct, alter, maintain or repair a public building or public work, Contractor should be aware that the Recovery Act (in Section 1605) contains a "Buy American" provision that applies to iron, steel and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Contractor shall comply, and shall require its subcontractors to comply with the terms of the ARRA Buy American Requirements, except for those components of the broadband infrastructure for which the Secretary of Commerce has granted a limited waiver. The Secretary of Commerce has granted a limited waiver of the Recovery Act's Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP grant. A description of this equipment is included in the notice of waiver published in the Federal Register at 74 FR 31410 (July 1, 2009).

8.2 Recovery Act: Wage Rate Requirements Davis Bacon Act

- 8.2.1 Section 1606 of the Recovery Act (Pub. L. No. 111-5, 123 Stat. 115) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts.
- 8.2.2 Contractor shall comply with The Davis-Bacon Act and the guidance found at 29 C.F.R. pts. 1, 3, and 5, such that any covered contract with a contractor or subcontractor in excess of \$2,000 for construction, alteration or repair (including painting and decorating) shall contain the contract clauses found in 29 C.F.R. 5.5(a), to ensure that all laborers and mechanics employed on the Project receive payment of not less than the prevailing wage.
- 8.2.3 Consultant shall obtain and maintain its official records documentation of weekly certified payroll reports and the Statement of Compliance in accordance with Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts. Contractor is not required to submit this documentation except in response to a request for this information from the Authority or from the Grants Office.

8.3 Whistleblower Protection Act Requirement

- 8.3.1 Contractor shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5 which provides protection for employees of non-federal employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees rights and remedies for whistleblower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.
- 8.3.2 Recipients are reminded that the Office of Inspector General will verify the appropriate place of this poster as part of any field work conducted. Failure to display the poster may result in an audit finding. The poster can be downloaded from the following web site: <http://www.oig.doc.gov/recovery/whistleblower.html>.

8.4 Use of the American Recovery and Reinvestment Act Logo on Construction Signs

All projects which are funded by the Recovery Act shall display signage that features the Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. Some exclusions may apply. The Primary Emblem should not be displayed at a size less than 6 inches in diameter. Additional instructions regarding specifications may be found at: <http://www2.ntia.doc.gov/>.

8.5 Recovery Act One-Time Funding

Contractor understands and agrees that Recovery Act funding is intended to provide a one-time injection of funds for purposes of stimulating the American economy

8.6 Recovery Act: Limit on Funds

The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

8.7 Recovery Act: Use of Funds in Conjunction with Funds from Other Sources

Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and

other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

8.8 Accountability and Transparency Under the Recovery Act

8.8.1 Separate Tracking and Reporting of Recovery Act Funds and Outcomes

8.8.1.1 Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for and reported on separately from all other funds. Contractor must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

8.8.1.2 Contractor agrees to track, account for, and report on all funds from this Recovery Act Grant award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Grantor award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. Accordingly, Contractor's accounting systems must ensure that funds from this Recovery Act Grant are not commingled with funds from any other source. Contractor further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

8.8.1.3 Contractor understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant and civil and/or criminal penalties.

8.8.2 Quarterly Financial and Programmatic Reporting

8.8.2.1 Section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

8.8.2.2 Under this Recovery Act program, quarterly financial and programmatic reporting will be required and will be due within 10 calendar days after the end of each calendar quarter Contractor shall provide to the Authority data required to complete and submit financial and programmatic reports no later than the last day of each calendar quarter.

8.8.2.3 This Recovery Act Grant award requires Subrecipients to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided by this Grant. Information from these reports will be made available to the public.

8.8.2.4 Section 1512 of the Recovery Act requires quarterly reporting of all Recovery Act grant recipients and subrecipients. The Authority is required to comply with these

reporting requirements using a template provided by the Department of Commerce to submit the requested data. In order to assist the Authority in complying with its reporting requirements regarding the use of Grant funds by the Master Agreement, Contractor shall provide sufficiently detailed information regarding job creation in connection with its use of Grant funds to the Recipient on a quarterly basis. Contractor shall provide any additional information as may be necessary for the Authority to submit complete and full quarterly reports to the Department of Commerce. Contractor must maintain, and provide to the Recipient on a quarterly basis, auditable documentation supporting all reported data, including jobs data and provide copies to the Authority as requested. Documentation should provide evidence that i) Created/retained positions and overtime hours are funded by Recovery Act awards, ii) Personnel are directly supporting Recovery Act projects and activities, and iii) Positions meet the criteria for "created"/"retained" positions and overtime hours.

8.8.2.5 Recommended documentation includes: old and new organizational charts; new position descriptions; job postings, offer letters and acceptance forms; staffing lists; timecards and payroll records; budget comparisons and/or projections before and after the Recovery Act award date; formal layoff recommendations and retractions (memos, reports); minutes of formal meetings where official budget decisions are made; and employee activity reports.

8.8.2.6 Reporting information shall be submitted to the Authority in accordance with the following reporting schedule:

Reporting Period	Due Date
July 1 – September 31	October 5th
October 1 – December 31	January 5th
January 1 – March 31	April 5th
April 1 – June 30	July 5th

8.8.2.7 Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant funds, and repayment by Contractor to the Authority of any unlawful expenditure.

8.8.2.8 To obtain the Grant funds, the grantors required an authorized representative of the Authority to sign certain promises and special conditions regarding the way the Grant funds would be spent ("Special Conditions"). By signing these Special Conditions, the Authority became liable to the Grantor for any funds that are used in violation of the Grant requirements. Contractor shall be liable to the Grantor for any funds the Grantor determines Contractor used in violation of these Special Conditions. Contractor shall indemnify and hold harmless the Authority for any sums the Grantor determines Contractor used in violation of the Special Conditions.

8.8.3 Contractor Reports

Not later than 5 days after the end of each calendar quarter, Contractor shall submit a report to the Authority that contains:

- a. The total amount of recovery funds received from that agency;
- b. The amount of recovery funds received that were expended or obligated to projects or activities;
- c. A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
- d. The name of the project or activity;
- e. A description of the project or activity;
- f. An evaluation of the completion status of the project or activity;
- g. An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- h. For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
- i. Detailed information on any subcontracts or sub-grants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

8.8.4 Monitoring of Subcontractors

All Contractors should bear in mind that any recipient of grant funds will be responsible for monitoring of sub-contracts under the Funding Resources in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary Contractor will be responsible for oversight of sub-contractors spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds

8.8.5 Reporting Fraud, Waste, Error and Abuse

- 8.8.5.1 Contractor shall promptly refer to the Department of Commerce Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct

involving those funds. Referrals can be made online at <http://www.oig.doc.gov/oig/hotline/000016.html> or by calling 1-800-424-5197.

- 8.8.5.2 The Recovery Act provides certain protections against reprisals for employees of non-federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of Authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to Section 1553 of the Recovery Act.

9. Statutes and Regulations Applicable to the Homeland Security Grant Program (UASI)

9.1 Applicable Statutes and Regulations

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall, as applicable, comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the Master Agreement. These Requirements that may apply include, but are not limited to:

- 9.1.1 Title 28 CFR Part 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M71 00.1); Current edition of the OJP Financial Guide (M71 00.1); Current edition of the DHS Financial Management Guide; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, Urban Areas Security Initiative Grant Program II; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS Grant Guidance for each applicable grant year; CalEMA Supplement and CalEMA Grant Assurances for year applicable grant year; DHS Information Bulletins; and GMMs.
- 9.1.2 Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of the Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
- 9.1.3 Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland

Protection Procedures; federal laws or regulations applicable to Federal Assistance programs; part 69, New Restriction on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

- 9.1.4 Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulation.

9.2 Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the 16 United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

10. Non-Compliance

RESERVED.

11. Conflict of Interest

11.1 General

Contractor warrants and represents that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family or domestic partner or organization has a financial interest in the subcontract;
- b. The Contractor is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibitive by the California Political Reform Act, California Government Code Section 8711 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

11.2 Definitions

11.2.1 Immediate Family

The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

11.2.2 Financial or Other Interest

The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the Contractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

11.3 Representations

- 11.3.1 Contractor further covenants that no officer, director, employee or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential Contractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee or agent).
- 11.3.2 Contractor shall not subcontract with a former director, officer or employee within a one (1) year period following the termination of the relationship between said person and Contractor.
- 11.3.3 Prior to obtaining the Authority's approval of any subcontract, Contractor shall disclose to the Authority any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officer, directors or employees or their immediate family with the proposed Contractor and its officer, directors or employees.
- 11.3.4 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and federal regulations regarding conflict of interest.
- 11.3.5 Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining the Master Agreement.

- 11.3.6 Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Project during his/her tenure as such employee, member or officer or for one year thereafter.
- 11.3.7 Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this Master Agreement.

12. Miscellaneous

12.1 Travel Expenses

To the extent compensation for travel expenses is allowed under the Master Agreement, Contractor shall be compensated for Contractor's reasonable travel expenses incurred in the performance of the Master Agreement, to include travel and per diem, unless otherwise expressed. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed without prior written authorization from the Authority.

12.2 Obligations Binding on Subcontractors

Contractor shall require all Subcontractors to comply with the applicable obligations of this Attachment 4, by incorporating the terms of this Attachment 4 into all subcontracts.

12.3 Inventions, Patents and Copyrights

12.3.1 Reporting Procedure for Inventions

If any project of Contractor funded under this Master Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Master Agreement, Contractor shall report the fact and disclose the Invention promptly and fully to the Authority. The Authority shall report the fact and disclose the Invention to the each federal and state granting agency ("Grantors"). Unless there is a prior agreement between the Authority and Grantors, Grantors shall determine whether to seek protection on the Invention. Grantors shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p.

262). Contractor hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with the Authority and Grantors regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

12.3.2 Rights to Use Inventions

The Authority and Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Master Agreement.

12.3.3 Copyright Policy

12.3.3.1 Unless otherwise provided by the terms of the Grantors or of this Master Agreement, when copyrightable material ("Material") is developed under this Master Agreement, the author, the Authority or Grantors, at Grantors and Authority's discretion, may copyright the Material. If the Grantors and Authority decline to copyright the Material, the Grantors and Authority shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Master Agreement.

12.3.3.2 Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: (a) any Material developed under this Master Agreement and (b) any rights of copyright to which Contractor purchases ownership with Grant Funds.

12.3.3.3 Contractor shall comply with 24 CFR 85.34.

12.3.4 Rights to Data

The Grantors and the Authority shall have unlimited rights or copyright license to any data first produced or delivered under this Master Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Master Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantors acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

12.3.5 Obligations Binding on Subcontractors

Contractor shall require all its subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

13. Public Safety Broadband and FCC Requirements

13.1 FCC Compliance

- 13.1.1 Contractor shall comply with all applicable Federal Communications Commission's (FCC) waiver and other orders, rule, regulations and public notices related to the project or the 700 MHz public safety broadband spectrum (758-768 MHz and 788-798 MHz) issued by the FCC, the Emergency Response Interoperability Center (ERIC) or the Public Safety and Homeland Security Bureau (Bureau), including but not limited to, if applicable, Waiver Order in PS Docket 06-229, adopted on May 11, 2010 (FCC 10-79) and the FCC Technology Order adopted on December 10, 2010 (DA 10-2342). Contractor shall also comply with the Communications Act of 1934.
- 13.1.2 In addition, Contractor shall comply with any legislative or federal rule pertaining to the nationwide public safety broadband network.
- 13.1.3 Contractor shall immediately notify the Authority if it becomes or expects to become noncompliant with any FCC or communications law applicable to this project.

13.2 FirstNet Compliance

Contractor acknowledges that (a) FirstNet was created by the Tax Relief Act; (b) one of the fundamental goals of the Tax Relief Act is to deploy and operate a nationwide interoperable public safety broadband network under the Authority of FirstNet; and (c) although the nationwide architecture for that network has not yet been established, and the technical standards for the network continue to evolve, the PSBN, at some point, is contemplated to be a part of that network. The Contractor shall (A) conform the PSBN or such other Work to the requirements of FirstNet; (B) provide all such assistance as is required by the Authority in order to respond to information requests of and/or coordinate with FirstNet; and (C) fully cooperate and assist the Authority and/or the FirstNet.

14. Instructions for Certification

14.1 Signature

By signing and submitting this document, including all Attachments hereto, the prospective recipient of Funding Resources is providing the certification as set out below.

14.2 Material Representation of Fact

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

14.3 Notification of Erroneous Certification

The prospective recipient of Funding Resources shall provide immediate written notice to the person or entity entering into the Master Agreement, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

14.4 Definitions and Coverage

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

14.5 Contracts with Other Entities

The prospective recipient of Funding Resources agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

14.6 Inclusion of Clause

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

14.7 Lower Tiered Certification

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

14.8 Establishment of a System of Records

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

14.9 Available Remedies

Except for transactions authorized under Section 14.5 (Contracts with Other Entities) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C.1 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Exhibit C.2 – Certification Regarding Drug Free Workplace Requirements

Contractor certifies that it will provide a drug-free workplace, in accordance with the California Drug Free Workplace Act of 1990 (Title 2 Govt. Code of State of California §§8351 et seq.) by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. Contractor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- e. Making it a requirement that each employee to be engaged in the performance of the LA-RICS Project be given a copy of the statement required by Section 1 above.
- f. Notifying the employee in the statement required by Section 1 that, as a condition of employment under the LA-RICS Project, the employee will:
- g. Abide by the terms of the statement, and
- h. Notify Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
- i. Notifying the Authority within ten (10) days after receiving notice under Section 4.b from an employee or otherwise receiving actual notice of such conviction.
- j. Taking one of the following actions, within thirty (30) days of receiving notice under Section 4.b with respect to any employee who is so convicted:
- k. Taking appropriate personnel action against such an employee, up to and including termination.
- l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Form OCC/LW-1 (Rev. 6/04)

**Exhibit C.3 – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered
Transactions**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(Read Attached Instructions for Certification before Completing)

The prospective recipient of Funding Resources certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of Funding Resources is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

By signing and submitting this document, the prospective recipient of Funding Resources is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Funding Resources knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Funding Resources shall provide immediate written notice to the person(s) with whom he enters into this agreement, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

The prospective recipient of Funding Resources agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Section 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C.4 – Management Representation

As a prerequisite to receipt of a Funding Resources funded Master Agreement and as material facts upon which the Authority may rely in preparing the Master Agreement, I, an authorized representative of Contractor, make the following representations:

I am responsible for the fair presentation of Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the Authority. I will make available to the Authority all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☐ False ☐

Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True ☐ False ☐

I have advised and will continue to advise the Authority of any actions taken at meetings of Contractor's Board of Directors and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the Master Agreement.

True ☐ False ☐

Except as recorded or disclosed to you herein, I know of no instances of:

Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☐ False ☐

Guarantees, whether written or oral, under which Contractor is contingently liable.

True ☐ False ☐

Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies or for any other reason, that would affect the financial records and/or continuing viability of Contractor as an on-going concern.

True ☐ False ☐

I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this Master Agreement.

True ☐ False ☐

I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the Master Agreement.

True ☐ False ☐

I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True ☐ False ☐

I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of Contractor.

True ☐ False ☐

Contractor has satisfactory title to all assets being used in the LA-RICS Project, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True ☐ False ☐

Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True ☐ False ☐

I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (LA-RICS Project related or otherwise) compensation.

True ☐ False ☐

I have responded fully to all the Authority's inquiries related to Contractor's financial records and/or reports.

True ☐ False ☐

I understand that the Authority's auditing and monitoring procedures of Contractor are limited to those which the Authority determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation or illegal acts that may exist.

True ☐ False ☐

I understand that the Authority's audit and monitoring reports are intended solely for use by Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True ☐ False ☐

If one or more of the above statements is found to be false, I understand that the Authority may terminate this Master Agreement immediately. I also understand that I have a continuing duty to report to the Authority any material factual change to any of these statements.

True ☐ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For (Name of Contractor): _____

Signature

(Person Authorized by the Board of Directors to Bind Corporation)

Printed Name

Title

Date Signed



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 5, 2020

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

Dear Directors:

APPROVE AN INCREASE TO THE BUDGET FOR ONE (1) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT

SUBJECT

The Authority is seeking Board approval to delegate authority to the Executive Director to increase the project budget for one (1) Telecommunication Facility Construction and Installation site for a total increased amount of \$33,740 to account for costs resulting from unforeseen conditions at this site.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find the work and cost contemplated in this recommended action at the Southern California Edison Gallatin (SCEGAL) site, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 and October 3, 2019, respectively, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Delegate Authority to the Executive Director to increase the project budget by \$33,740 for one (1) LA-RICS Telecommunication Facility Construction and Installation site, Southern California Edison Gallatin (SCEGAL).

BACKGROUND

As your Board is aware, the National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, on November 1, 2018, your Board authorized the Executive Director to procure construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. On August 1, 2019, among other things, your Board approved the list of six (6) prequalified Bidders. Moreover, similar to previous actions, on October 3, 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work at six (6) PSBN Round 2 sites with a total aggregate not to exceed amount of \$2,244,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions contemplated in this Board Letter will authorize the Executive Director to increase the project budget for one (1) PSBN Round 2 site (SCEGAL) for a total amount of \$33,740.

On October 3, 2019, your Board authorized a project budget of \$374,000 for the SCEGAL site. On October 16, 2019, Public Works issued an Invitation for Bid (IFB) for the SCEGAL site on behalf of the Authority. On February 20, 2020, bids were submitted and opened publicly for the SCEGAL site. Due to unforeseen conditions at the site, the Authority requests an increase to the project budget for this site as reflected in the table below for the reasons stated in this Board Letter.

SITE	BID AMOUNT	AUTHORIZED PROJECT BUDGET	DELTA
SCEGAL	\$407,740	\$374,000	\$33,740

It is necessary to request an increase for the project budget at the SCEGAL site because the location of the SCEGAL site was moved after the IFB was issued. Following IFB issuance and bid walk, SCE updated their plans for the substation and denied the Authority's application for a site within the substation. SCE, however, accepted the Authority's proposal to locate the PSBN Round 2 site to an area adjacent to the SCEGAL property. Due to the relocation of the site, locations for heavy equipment like cranes, backhoes, etc. have been moved outside the substation and onto the public right of way, which will require permits, traffic control and additional safety measures that resulted in the increased cost.

In light of this information, your Board's approval is requested to authorize an increase to the project budget at the SCEGAL site which would authorize the Executive Director to execute a construction contract for the same.

FISCAL IMPACT/FINANCING

The requested increased amount of \$33,740 for the construction at the one (1) site will be fully funded by the BTOP grant and is within the existing budget.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on January 24, 2019, and October 3, 2019, respectively, the design, construction, implementation, operation, and maintenance of the SCEGAL site at which PSBN Round 2 infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15303, 15304, and 15332.

The SCEGAL site is exempt pursuant to CEQA Guideline sections 15303, 15304 and 15332. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communication equipment proposed at this site (1) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (2) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (3) qualifies as in-fill development (Guidelines § 15332). 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, for the SCEGAL site, the 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, the SCEGAL site would not have the cumulative impact of successive projects of the same type in the same place, over time be significant; at SCEGAL there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; SCEGAL is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project would not cause a substantial adverse change in the significance of a historical resource at SCEGAL.

The PSBN Round 2 System work at SCEGAL has undergone parallel federal environmental review under the National Environmental Protection Act (NEPA), and NTIA has issued an amended Finding of No Significant Impact (FONSI) for the LTE project inclusive of the SCEGAL site on May 15, 2019.

Upon the Board's approval of the recommended action, the Authority will file a Notice of Exemption with the County Clerk for the adoption, advertisement, and award of

LA-RICS Telecommunication Facility Construction and Installation work at the SCEGAL site pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

M:\CONSTRUCTION RFSQ\Board Letters\2020-03-05 DA Increase Request_SCEGAL\Delegated Authority Increase Request_SCEGAL_02.20.20.docx

cc: Counsel to the Authority