



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, July 9, 2020 • 9:00 a.m.

Teleconference Meeting*

Meeting Call-in Number for Board Members and Public:

Telephone Number: (213) 306-3065

Access Code: 146 573 4262

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

AGENDA POSTED: July 7, 2020

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

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

Members:

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

Alternates:

John Geiger, General Manager, CEO, County of Los Angeles
Thomas Ewald, Deputy Fire Chief, County of Los Angeles Fire Dept.
Mark Glatt, Chief, Los Angeles County Sheriff's Dept.
Roel Amara, Asst., Dir., EMS Agency, County of LADHS
Vacant.
Brian Solinsky, 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 - NONE**
- IV. PUBLIC COMMENTS**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS - NONE**
- VII. DISCUSSION ITEMS - NONE**
- VIII. ADMINISTRATIVE MATTERS (A)**
 - A. APPROVE AMENDMENT NO. 3 TO THE BUSINESS AGREEMENT WITH AT&T CORP.**

It is recommended that your Board:

- 1. Delegate Authority to the Executive Director to execute Amendment No. 3 to the Business Agreement, in substantially similar form to Enclosure (Amendment No. 3), between the Authority and AT&T to receive an additional \$2,323,292 in funding for completion of Public Safety Broadband Network (PSBN) Sites 21-26; and
- 2. Delegate Authority to the Executive Director to approve and execute amendments to the Business Agreement to update or revise the exhibits attached to Amendment No. 3, as may be necessary, provided that any such amendments are approved as to form by Counsel to the Authority.

Agenda Item A

- IX. MISCELLANEOUS – NONE**
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD**
- XI. CLOSED SESSION REPORT - NONE**



XII. ADJOURNMENT AND NEXT MEETING:

Thursday, August 6, 2020, at 9:00 a.m., via Teleconference Meeting.



BOARD MEETING INFORMATION

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

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

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

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

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



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

July 9, 2020

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

Dear Directors:

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

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 3 to the Business Agreement with AT&T Corp., on behalf of itself and its affiliates (AT&T), to permit AT&T to provide funding to the Authority to complete remaining work at the final six (6) sites partially funded by the BTOP grant through various stages of completion. These six (6) sites are Magic Mountain Link 2 (MML2), Montebello Police Department (MNTBLPD), Los Angeles Pier 400 (POLA1), Los Angeles Pier 300 (POLA2), Port of Long Beach Harbor Plaza (POLB1), and Pomona Courthouse 2 (POM2). Following execution of this Amendment No. 3, AT&T agrees to provide the Authority with funding totaling \$2,323,292 for completion of these six (6) sites. Subject to federal grantor approval, all sites will be transferred and assigned to AT&T to form part of the National Public Safety Broadband Network (NPSBN).

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate Authority to the Executive Director to execute Amendment No. 3 to the Business Agreement, in substantially similar form to Enclosure (Amendment No. 3), between the Authority and AT&T to receive an additional \$2,323,292 in funding for completion of Public Safety Broadband Network (PSBN) Sites 21-26; and

AGENDA ITEM A

2. Delegate Authority to the Executive Director to approve and execute amendments to the Business Agreement to update or revise the exhibits attached to Amendment No. 3, as may be necessary, provided that any such amendments are approved as to form by Counsel to the Authority.

BACKGROUND

On December 14, 2017, your Board authorized the Authority to enter into an Asset Transfer Agreement with AT&T to transfer and assign its 20% right, title, and interest in the initial BTOP grant funded build-out of the LA-RICS PSBN (Round 1) for inclusion into the NPSBN, subject to federal grantor approval. The Asset Transfer Agreement also provided that LA-RICS would similarly transfer and assign its interests for any LA-RICS PSBN sites built as part of Round 2 of the PSBN.

In connection with the Asset Transfer Agreement, on December 14, 2017, your Board also approved a Business Agreement with AT&T to accept \$12 million, up to 3,300 replacement routers, SIMS, and devices of the Authority's choosing, and \$2.5 million in services to pay for replacement services and installation costs. Of the \$12 million, AT&T has already paid \$6 million in 2018 as required by the terms of the Business Agreement. The remaining \$6 million, broken into two payments of \$3 million each, would be paid following completion of the Round 2 PSBN sites and federal grantor approval of the Round 2 PSBN assets.

On June 28, 2018, your Board approved Amendment No. 1 to the Business Agreement to allow the Authority to accept 1,000 additional routers, SIMS, and devices of the Authority's choosing from 3,300 to 4,300. Additionally, your Board delegated Authority to the Executive Director to execute additional amendments to the Business Agreement to accept additional devices that may be needed by the Authority and its members with an estimated not-to-exceed collective value of \$800,000. In connection with this delegated authority, Amendment No. 2 to the Business Agreement was approved for the acceptance of 400 additional routers valued at \$643,200.

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

The Authority team was implementing the accelerated deployment plan when the Novel Coronavirus (COVID-19) caused for a nationwide shutdown. Due to the delays caused

by COVID-19, the Authority sought a no-cost extension from the National Telecommunications and Information Administration (NTIA) and the National Oceanic and Atmospheric Administration (NOAA) to allow certain construction activities to continue through the grant administrative close-out period, assuring all invoices would be processed ahead of the September 30, 2020, performance period end date. NTIA confirmed the May 22, 2020, denial of the no-cost extension on May 26, 2020, allowing for construction activities to continue only through June 30, 2020. This action resulted in fourteen (14) sites scheduled for completion under the accelerated plan. On June 9, 2020, NTIA approved a no-cost extension through July 7, 2020, allowing for an additional six (6) Southern California Edison (SCE) sites to be included in the accelerated plan. This action allowed the Authority to proceed with the build-out of twenty (20) sites as opposed to the originally contemplated twenty-six (26) site build.

On June 22, 2020, AT&T transmitted a letter of support to NOAA committing to complete any remaining work occurring outside of the current performance period for six (6) sites, for inclusion into the NPSBN in furtherance of public safety goals for first responders nationwide.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to delegate authority to execute Amendment No. 3 to the Business Agreement to permit AT&T to provide funding to the Authority to complete remaining work at the final six (6) sites partially funded by the BTOP grant through various stages of completion and accept up to \$2,323,292 for the construction of six (6) of the twenty-six (26) sites. Amendment No. 3 also revises the Business Agreement to require AT&T to make one final payment for the remaining \$6 million following federal grantor approval of the asset transfer for Round 2 PSBN sites, instead of permitting two separate payments of \$3 million each.

When the Authority entered into the Asset Transfer Agreement and corresponding Business Agreement with AT&T, the construction and subsequent transfer of the additional twenty-six (26) sites from the PSBN Round 2 was contemplated. However, the Authority faced obstacles, as detailed in this Board Letter, that prevented the Authority from completing construction of six (6) sites by the grant performance period.

AT&T, understanding the importance of the project for inclusion into the NPSBN for public safety use in the region, committed to funding the completion of all work for the six (6) sites not completed under the current terms of the BTOP grant. The recommended actions allow the Authority to construct the remaining six (6) sites not able to complete under the BTOP grant. AT&T will pay the Authority \$2,323,292 to fund the Authority's completion of the remaining six (6) sites.

FISCAL IMPACT/FINANCING

The recommended actions will allow the Authority to accept \$2,323,292 for the construction of six (6) sites.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed Amendment No. 3 to the Agreement and the associated recommended actions and approved as to form.

CONCLUSION

Approval of the recommended actions will allow the Authority execute Amendment No. 3 to the Business Agreement, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:pdd

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Enclosure

cc: Counsel to the Authority

**AMENDMENT NO. 3 TO THE BUSINESS AGREEMENT BETWEEN
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY AND AT&T CORP.**

RECITALS

THIS AMENDMENT NO. 3 TO THE BUSINESS AGREEMENT BETWEEN LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY AND AT&T CORP. ("Amendment No. 3") is made and entered into this _____ day of _____ 2020 ("Effective Date of Amendment No. 3") by and between the Los Angeles Regional Interoperable Communications System Authority ("LA-RICS Authority"), a California joint power's authority, and AT&T Corp., on behalf of itself and its Affiliates ("AT&T"), (individually, a "Party," and collectively, the "Parties").

WHEREAS, the Parties have entered into an ASSET TRANSFER AGREEMENT BETWEEN LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY AND AT&T CORP. FOR THE LA-RICS PUBLIC SAFETY BROADBAND NETWORK with an effective date of December 15, 2017, as may have been amended ("**Asset Transfer Agreement**").

WHEREAS, the Parties desire to amend the first (1st) WHEREAS clause in the Agreement (as defined below) to address the incorrect reference to AT&T Services, Inc, by replacing AT&T Services, Inc. with AT&T Corp.

WHEREAS, AT&T and the LA-RICS Authority entered into a Business Agreement Between Los Angeles Regional Interoperable Communications System Authority and AT&T Corp. ("Initial Agreement") with an effective date of December 15, 2017, to memorialize the business agreement between the Parties, including for AT&T to provide the LA-RICS Authority with monies, services and user equipment.

WHEREAS, the Initial Agreement was previously amended by Amendment No. 1 to the Business Agreement Between AT&T Corp. and Los Angeles Regional Interoperable Communications System Authority effective June 28, 2018 ("**Amendment No. 1**"), to alter the quantity of user equipment being provided by AT&T, more specifically to increase the quantity of routers from 3,300 to 4,300.

WHEREAS, the Initial Agreement was previously amended by Amendment No. 2 to the Business Agreement Between AT&T Corp. and Los Angeles Regional Interoperable Communications System Authority effective July 7, 2020 ("**Amendment No. 2**", together with the Initial Agreement and Amendment No. 1 referred to herein as the "**Agreement**"), to modify the Initial Agreement as amended by Amendment No. 1 to account for an additional 400 routers, increasing the quantity of routers being provided by AT&T from 4,300 to 4,700.

WHEREAS, LA-RICS Authority acknowledges, of the Twenty Six (26) Round 2 PSBN Sites contemplated to be transferred and assigned to AT&T under the Asset Transfer Agreement, that only Twenty (20) of the Round 2 PSBN Sites will be transferred and assigned to AT&T constructed, but not on-air, provided however, LA-RICS Authority

agrees, represents and warrants that the Twenty (20) Round 2 PSBN Sites will be fully constructed and ready to be on-air, including but not limited to the installation of utilities for power for all Twenty (20) Round 2 PSBN Sites, and conduit for fiber at the ten (10) sites identified in Exhibit A (Conduit Installed for AT&T Backhaul (Fiber) at Ten (10) Round 2 PSBN Sites) to assist AT&T with its backhaul needs, subject only to AT&T's installation of its own backhaul solution, i.e. fiber/telco, as part of LA-RICS Authority's obligation to provide a fully constructed and ready to be on air Round 2 PSBN Site(s), and LA-RICS Authority agrees to complete the Twenty (20) Round 2 PSBN Sites in accordance with the terms, covenants, and conditions of the Asset Transfer Agreement, and to transfer and assign the Twenty (20) Round 2 PSBN Sites in accordance with, and subject to the Asset Transfer Agreement.

WHEREAS, LA-RICS Authority desires to further modify the Agreement to memorialize the transfer and assignment to AT&T the remaining Six (6) Round 2 PSBN Sites in various stages of completion, and to memorialize the Parties arrangement for AT&T to complete the construction of the remaining Six (6) Round 2 PSBN Sites, and for the funding thereof.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to modify the Agreement as follows:

1. LA-RICS Authority and AT&T agree that the Recitals set forth above in this Amendment No. 3 are incorporated herein as if set forth herein in their entirety.
2. Section 1 (Definitions) of the Agreement is amended with the deletion of the following defined terms:

"LA-RICS Payment #2" has the meaning specified in Section 3.A.

"LA-RICS Payment #3" has the meaning specified in Section 3.A.

3. Section 3.A of the Agreement is deleted in its entirety and replaced with the following:

"A. AT&T will provide payment to LA-RICS Authority as follows:

On the Closing Date, AT&T will (i) transfer by wire or electronic bank transfer to the LA-RICS Authority an amount equal to Six Million Dollars (\$6,000,000) (the **"LA-RICS Payment"**) to an account designated by the Los Angeles County Auditor/Controller, the fiscal agent for the LA-RICS Authority and (ii) retain an amount equal to Six Million Dollars (\$6,000,000) (the **"Holdback Amount"**) to be held by AT&T in accordance with the requirements of this Section 3.A. Following receipt of the written approval from NTIA and the NOAA Grants Office as provided for in Section 9.A.i of the Asset Transfer

Agreement, the Los Angeles County Auditor/Controller will provide AT&T with the bank and account information, and routing instructions for the LA-RICS Authority. Within five (5) business days following receipt of the bank and account information, and routing instructions from the Los Angeles County Auditor/Controller, AT&T will then transfer by wire or electronic bank transfer to the LA-RICS Authority the Holdback Amount of Six Million Dollars (\$6,000,000) to an account designated by the Los Angeles County Auditor/Controller. Subject to being fully constructed as required in Amendment No. 3, the Holdback Amount payment will be for (1) the satisfactory completion of construction, as required in Amendment No. 3, of Twenty (20) of the Twenty-Six (26) Round 2 PSBN Sites identified in Exhibit B (Twenty (20) Completed Round 2 PSBN Sites) for inclusion as part of the NPSBN, attached hereto and incorporated herein by this reference, (2) the transfer to AT&T of all equipment procured by LA-RICS Authority pursuant to the approved funding from NTIA and the NOAA Grants Office required for the construction of the remaining Six (6) Round 2 PSBN Sites as contemplated in the Asset Transfer Agreement, (3) any required lease or site access agreements giving AT&T the right of access for the permitted uses contemplated in the Asset Transfer Agreement, and entitlements, land use approvals, and permits, and (4) to the extent performed, if any, any partial construction completed for the remaining Six (6) Round 2 PSBN Sites in their various stages of completion.”

4. Within ten (10) business days after the Effective Date of Amendment No. 3, AT&T will place Two Million, Three Hundred Twenty-Three Thousand, Two Hundred Ninety-Two Dollars (\$2,323,292) (“AT&T Construction Cost”) in an account from which the LA-RICS Authority will be paid funds for construction of the remaining Six (6) Round 2 PSBN Sites identified in Exhibit C (Six (6) Round 2 PSBN Sites), attached hereto and incorporated herein by this reference. The LA-RICS Authority shall promptly submit invoices, and reasonably acceptable documentation in support thereof, to AT&T for progress payment as work is completed in milestones by LA-RICS Authority’s contractors for construction of each of the Six (6) Round 2 PSBN Sites identified in Exhibit C. Such invoices will be on a site by site basis for each site identified in Exhibit C. AT&T will review and approve or reject invoices within ten (10) business days of receipt from the LA-RICS Authority. Within thirty (30) days after AT&T’s review and approval of such invoices received by AT&T from LA-RICS Authority, AT&T shall initiate payment to LA-RICS Authority for such approved invoice. The LA-RICS Authority agrees that it will complete construction of each of the Six (6) Round 2 PSBN Sites in the timeframes and for the not-to-exceed amounts identified in Exhibit C, and as contemplated under the Asset Transfer Agreement, to the extent applicable, unless the Parties agree otherwise. LA-RICS Authority will invoice only the actual costs incurred by the LA-RICS Authority for the construction of the remaining Six (6) Round 2 PSBN Sites, and any unused portion of the AT&T Construction Cost, including without limitation, the

Contingency Construction Cost identified in Exhibit C will not be payable to LA-RICS Authority and will be retained by AT&T without any further liability to LA-RICS Authority thereafter. However, with respect to any Round 2 PSBN Site, including but not limited to, the Port of Long Beach Harbor Plaza (POLB1), in the event site access is not secured with the land owner for the construction, installation or operation of the NPSBN by the Parties, or if for any reason such site cannot be accessed by AT&T and constructed, installed or operated as part of the NPSBN, the LA-RICS Authority will not be required to construct such site or sites and AT&T will not be required to provide funding for such site or sites. In the event this occurs with respect to the remaining Six (6) Round 2 PSBN Sites only, the LA-RICS Authority agrees to work in good faith with AT&T to assist it with incorporating the equipment into the NPSBN to fulfill its intended beneficial use, and the LA-RICS Authority will still retain the full Holdback Amount described in Section 3.A. of the Agreement.

5. As additional consideration for AT&T agreeing to modify the Agreement for the benefit of LA-RICS Authority, including but not limited to AT&T's agreement to pay the Holdback Amount, on the Closing Date, LA-RICS Authority will transfer and assign all work completed or partially performed, including without limitation, any leases or site access agreements, land use approvals, entitlements, permits, and site plans and drawings, for sites 27 – 29 as described in Exhibit D (Three (3) Contingency Sites), attached hereto and incorporated herein by this reference. To the extent LA-RICS Authority has not obtained or fully completed such agreements, land use approvals, entitlements, permits, and site plans and drawings for sites 27 – 29, and if AT&T desires to construct such sites to their completion, LA-RICS Authority agrees to reasonably assist AT&T in obtaining any such required agreements, land use approvals, entitlements, permits, and site plans and drawings, but at no cost to the LA-RICS Authority.
6. The Agreement is revised to add Exhibit A (Conduit Installed for AT&T Backhaul (Fiber) at Ten (10) Round 2 PSBN Sites), Exhibit B (Twenty (20) Completed Round 2 PSBN Sites), Exhibit C (Six (6) Round 2 PSBN Sites), and Exhibit D (Three (3) Contingency Sites), all of which are attached hereto and incorporated herein by this reference.
7. Except as otherwise provided herein, all other terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

* * *

IN WITNESS WHEREOF, each Party hereto has caused this Amendment No. 3 to be executed by its duly authorized representative.

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

By: _____
Scott Edson, Executive Director

Dated: _____

APPROVED AS TO FORM:
MARY C. WICKHAM, County Counsel

By: _____
Truc Moore
Principal Deputy County Counsel

AT&T CORP.

By: _____
Name: _____
Title: _____
Dated: _____

EXHIBIT A

Conduit Installed for AT&T Backhaul (Fiber) at Ten (10) Round 2 PSBN Sites

- AZUSA
- CLRMPD
- COUG
- THOMSEN
- SCEDUN
- SCEPLM
- SCESTUD2
- SCENOLA
- SCEMERC
- SCEGAL

EXHIBIT B

Twenty (20) Completed Round 2 PSBN Sites

IGPD	Roof	Metrocell
AZUCYN	Pine	Jitney
MVS2	Colo	Jitney
IRWDPD	Pole 100'	Metrocell
COUG	Pole	Jitney
WMP2	USFS	MSI
WTR2	USFS	MSI
PRG2	USFS	MSI
THOMSEN	Colo	Motive
LACFDEL2	Colo	Motive
UCLA2	Roof	Metrocell
CRN	Colo	Motive
LPC2	USFS	MSI
CLRMPD1	Pine	Diversified
SCEPLM	Pole	Metrocell
SCEDUN	Pole	Jitney
SCEMERC2	Pole	Diversified
SCEGAL	Pole	Diversified
SCENOLA	Pole	Metrocell
SCESTUD2	Pole	Diversified

EXHIBIT C

Six (6) Round 2 PSBN Sites

Site Name	Address	Construction Cost	Milestone Payment ^{NOTE 1}	Construction Duration ^{NOTE 2}
Magic Mountain Link 2 (MML2)	10875 Santa Clara Truck Trail, Canyon Country, CA 91390	\$291,302	\$149,215	56 Calendar Days
Montebello Police Department (MNTBLPD)	1600 W. Beverly Blvd., Montebello, CA 90640	\$410,000	\$61,000	56 Calendar Days
Los Angeles Pier 400 (POLA1)	2490 Navy Way, Port of Los Angeles, CA 90731	\$334,080	\$83,800	56 Calendar Days
Los Angeles Pier 300 (POLA2)	Terminal Way, Port of Los Angeles, CA 90731	\$364,010	\$91,000	56 Calendar Days
Port of Long Beach Harbor Plaza (POLB1) ^{Note 3}	Harbor Plaza, Long Beach, CA 90802	\$293,724	\$98,917	56 Calendar Days
Pomona Courthouse 2 (POM2)	400 Civic Center Plaza, Pomona, CA 91766	\$292,012	\$87,603	56 Calendar Days
Contingency ^{Note 4}	---	\$338,164	---	---
TOTAL:		\$2,323,292		

Note 1: This is the estimated payment amount for completion of milestones. The milestone payment amount is subject to change based on when a contractor invoices for completion of the milestone and what amount they are invoicing for, prior to site acceptance.

Note 2: Construction duration will be fifty-six (56) calendar days from the date when site access is secured and building permits are in-hand. MML2 construction duration is to be finalized with the contractor, and is subject to change.

Note 3: **With respect to each of the Six (6) Round 2 PSBN Sites identified in this Exhibit C, if LA-RICS Authority does not start construction within sixty (60) days of the Effective Date of Amendment No. 3, AT&T will, as to any such site not under construction within such sixty (60) day period, have the option to, (i) terminate its commitment to construct such site, and neither Party will have any further liability to the other after the date of termination, (ii) continue with construction to its completion, or (iii) replace such site with a Contingency Site identified in Exhibit D.**

Note 4: Contingency amount is for use at all six (6) sites for unforeseen conditions, scope changes that may occur in the field, warehousing, project management, etc.

EXHIBIT D

Three (3) Contingency Sites

BUR1-2
CCB2
SCHCYN