



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Tuesday, June 11, 2019 • 9:00 a.m.

Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 263
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

AGENDA POSTED: June 7, 2019

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 Sierra Madre 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
Chris Bundesen, Asst., 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.
Donna Cayson, Captain, City of Sierra Madre 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
Alrene Barerra, County of Los Angeles Acting Auditor-Controller
Joseph Kelly, 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. April 3, 2019 – Special 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 – Lieutenant Hiroshi Yokoyama

E. Finance Committee Report – John Geiger

VII. DISCUSSION ITEMS (F-H)

F. Finance Ad-Hoc Committee Report Subscription Rate Setting

Agenda Item F

G. Outreach Update

Agenda Item G



H. NPSBN Onboarding Update

Agenda Item H

VIII. ADMINISTRATIVE MATTERS (I-L)

I. Financial Statements and Independent Auditor's Report for the Year Ended June 30, 2018 – BCA Watson Rice LLP

It is recommended that your Board:

Receive and File.

Agenda Item I

J. ACCEPT 2018 URBAN AREAS SECURITY INITIATIVE FUNDS

1. Accept \$35,000,030 in grant funds from the Fiscal-Year 2018 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2018 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Agenda Item J

K. APPROVE AMENDMENT NO.36 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

It is recommended that your Board:

1. Find that the reconciliation of certain equipment for the PSBN Round 2 sites is within the scope of the design, construction, implementation, operation, and maintenance of the PSBN at these 26 Round 2 sites which your Board previously found categorically exempt from review under the California



Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 by your Board on January 24, 2019.

2. Delegate authority to the Executive Director to execute Amendment No. 36, in substantially similar form to the enclosed amendment, which revises the Agreement to reflect the following:
 - a. Reconcile certain equipment for twenty-six (26) PSBN Round 2 Sites for a cost increase in the amount of \$647,790.
 - b. Increase the Maximum Contract Sum by \$647,790 from \$137,963,785 to \$138,611,575.
3. Delegate Authority to the Executive Director to execute Amendment No. 36, in substantially similar form to the enclosed amendment.

Agenda Item K

L. APPROVE SITE LICENSE AND GENERATOR AGREEMENTS FOR LONG TERM EVOLUTION ROUND 2 SYSTEM SITE WITH SOUTHERN CALIFORNIA EDISON (SCE)

It is recommended that your Board:

1. Find that the approval and execution of the SLAs with SCE to allow LTE System Round 2 Work at six (6) SCE-owned sites for the design, construction, implementation, operation and maintenance of the LTE System Round 2 equipment at the sites attached as Enclosure 1, are within the scope of the activities your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 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. Authorize the Executive Director to finalize and execute Site License and Generator Agreements with SCE, substantially similar in form to the agreements attached hereto.

Agenda Item L

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, July 11, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, 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 SPECIAL MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Wednesday, April 3, 2019 • 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:

Sachi Hami, CEO, County of Los Angeles
Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.
Mark Fronterotta, Chief of Police, City of Inglewood Police Dept.

Alternates For Board Members Present:

Chris Bundesen, Asst., 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

Officers Present:

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

Absent:

Joe Ortiz, Chief of Police, City of Sierra Madre Police 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 Special 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 24, 2019 – Regular Meeting Minutes

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

There were none.

Alternate Board Member Chris Bundesen motioned first, seconded by Alternate Board Member Kay Fruhwirth.

Ayes 7: Hamai, Donovan, Alexander, Fronterotta, Bundesen, Glatt, and Fruhwirth.

MOTION APPROVED

IV. PUBLIC COMMENTS – (NONE)

V. CONSENT CALENDAR – (NONE)

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Scott Edson acknowledged and welcomed Alternate Chair Glatt, the new Alternate for Sheriff Alex Villanueva. Executive Director Edson and Chief Glatt have spent much time together catching up and LA-RICS is dedicated to solving the Los Angeles County Sheriff's Department (LASD) communications needs, as we are for any member of our JPA. I have spoken to the Sheriff and he and Alternate Chair Glatt are dedicated to the project and look forward to using LA-RICS for all their future communications.

Executive Director Edson stated before going into the reports, he would like to make a presentation to one of the LA-RICS staff, Sven Crongeyer who was a Sergeant at



LA-RICS for almost a decade from LASD Communication Fleet Management Bureau and was recently promoted to Lieutenant. He now is working with inmates instead of communications devices at the Inmate Reception Center. Executive Director Edson went on to thank and present Lieutenant Crongeyer with an award for Outstanding Dedication to LA-RICS and its Public Safety Mission from 2009 to 2018. Lieutenant Crongeyer addressed the Board and stated the LA-RICS team is fantastic; great people to work with, great crew, and had some incredible times, looking forward to see what comes out of LA-RICS in the future. Lieutenant Crongeyer thanked everyone for the award.

Executive Director Edson stated that overall the project is moving forward without significant issues. We are working closely with Motorola to ensure a dedicated Project Manager is assigned to the Long Term Evolution (LTE) program and expect they will be providing us with a name soon. We continue to work with our partners at AT&T, Southern California Edison (SCE), the Forest and others to finalize our sites and design for LTE and are a little behind schedule, but will complete before the grant closes in about 17 months. Additionally, we have worked out the details to receive, distribute and fund the installation of the 4,400 AT&T FirstNet mobile routers to replace those older routers already deployed in the Region. As you may recall under the business agreement, AT&T will provide \$2.5 million dollars in services related to the installation and use of those new routers. LA-RICS has put in place a mechanism to reimburse agencies for their related expenses, and before you today is for approval is a Supplement Professional Services Agreement with AT&T Corp. (Agenda Item K) to reimburse LA-RICS, so we can reimburse the agencies.

Additionally, under (Agenda Item J) we are asking for your approval to authorize the Executive Director to Issue a Procurement and Enter into Negotiations with AT&T for a Sole Source Agreement for Cell on Light Trucks (COLTs), funded by Broadband Technology Opportunities Program (BTOP) grant. These trucks will need to meet AT&T specifications to ensure compatibility with the AT&T FirstNet network and agreements. The COLTS will supplement the LASD mobile communications units (MCU) and be available to any public safety agency in the county. We anticipate the COLTS will be operated and maintained by the LASD with their other MCU equipment. The COLTS and existing LASD MCU equipment bring great capabilities to the Region. LA-RICS appreciate LASD for that capability from all public safety responders.

Executive Director Edson stated as for Land Mobile Radio (LMR), Urban Areas Security Initiative (UASI) 16 successfully closed out, and we are moving onto UASI 17. Executive Director Edson also reminded everyone this is a big deal because when it comes to funding, the whole build is comparable to big puzzle, and the LA-RICS Fiscal, Budget and Grants Section, Jacobs, and Motorola have accomplished that work. Executive Director Edson stated he wanted to compliment them because they are often forgotten when it comes to the finance issues.



In regards to the LMR update, we are a little behind schedule and are working with Motorola and Jacobs to ensure we complete by January 1, 2021; the date we plan to go live with a subscription model and be fully sustainable. We have asked Motorola for their new schedule to ensure that completion date. We anticipate this will contemplate compression of certain testing activities, which may come to you via formal amendments in the future. We also believe some testing, like for the 700 cells, could be completed in parallel with building other portions of the system. Knowing this is a public safety system for first responders, we will ensure proper testing and acceptance is conducted.

As for the updated subscription model, it is still being explored and discussed internally and with legal counsel, we expect the final recommendation will be simple. For example. If you want to subscribe you become a member and pay the subscription rate, which we believe will be \$22 per radio per month. The \$22 a month price includes operations, maintenance and capital replacement. No additional administrative or other costs would be added. An Ad-Hoc Committee recently met and made recommendations to the Finance Committee, which they reviewed and we anticipate a report back at the next meeting.

Board Member Mark Alexander stated if you want to subscribe you need to be a member; what is the advantage or disadvantage of becoming a member or not becoming a member. Executive Director Edson stated if you provide a subscription rate without membership then we would not have any members, so we want to ensure any public safety agency that participates becomes a member, which provides the opportunity to work with LA-RICS and provide input to the staff to ensure the product we deliver is the product you asked for. The standard operating procedures and equipment in the future is vetted and brought to you through the Technical and Operations Committees (Joint Committees) and benefits the regional compatibility interoperability group, which LA-RICS brings to the region. Board Member Alexander stated he needs to understand what membership entails because as you know contract cities do not really have a choice whether we receive the service through a first responder, Fire, or Sheriff, or we ask for the service through Public Works, and or through another service that contract cities might provide. He would like to understand whether there is a difference there, concerning membership. Board Member Alexander went on to state as you know, the legislature is dealing with JPA's, particularly with respect to pension liability, and so becoming a member what does that involve in terms of potential other liabilities attached to that membership. Executive Director Edson stated that our legal counsel is still reviewing the membership requirements of the JPA and what risks, if any, there are for members. We want all of our subscribers to be members in the JPA so they can participate in management and enjoyment of the system. If a contract city has a contract with Fire and Sheriff, they may not need to necessarily become a member. But if they have city



radios maybe they want to replace and use at that point, it is likely they would need to become a member. All of this is still being reviewed and there may be some adjustments to the Bylaws and procedures, there are a great deal of issues being addressed.

LA-RICS is also ready to start allowing agencies to use the LMR system as an early adopter. We will have an agreement in place that the agency would need to sign to ensure they understand we are not a mission critical network yet. The agreement will include policies and conditions for such use. Those details are before you today as (Agenda Item I).

Justin Delfino the Project Manager will follow me with more details on LTE and LMR.

This concludes the Director's Report.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

Project Manager Delfino presented a map of the LTE sites according to batches. The map depicted color-coded sites relating to their category.

LTE Round 2 Highlights:

Batch 1 - Seven (7)

- Three sites have sketches approved, in ZD development
- Four sites have ZDs approved, in CD development

Batch 2 – Six (6) SCE sites

- Two sites are no longer being considered due to space restrictions identified by SCE
- Six sites have sketches approved, in ZD development

Batch 3 – Nine (9) USFS sites

- MSI has engaged their A&E to begin site design

Batch 4 – Four (4) Remaining site pool

- Evaluating constructability and expediency of access
- Negotiating SAA language

USFS

- Initial equipment layouts completed internally for LTE2. Info will be shared with MSI

- Amendment 35 with MSI executed, NTP issued

ENVIRONMENTAL UPDATE ON “First 7” & “SCE 6”

- 03/28/2019: USFWS & SHPO consultation concluded
- 03/30/2019: Screen check Final to NTIA
- 04/30/2019: FONSI anticipated

NEW SITES UNDER CONSIDERATION

- POLA1: Port of LA site, in addition to 2 sites in Port of LB
- COUG: Cougar Park in Covina
- CWAT2: Water tank location in Covina
- SCHCYN: County owned land at Scholl Canyon

LMR Highlights

UASI 16 CLOSED GRANT

UASI 17 ACTIVE GRANT

BUILDING PERMITS

- In Plan Check: BKK, MIR, BHS, UCLA
- New Building Permits Received: DPW38, INDWT, RIH

PENDING AMENDMENTS

- RPVT: County Golf Course
- UNIV: Split site design in discussion
- Channel 15 and deployment impacts

USFS SITES

- USFS staff currently reviewing technical reports and working through plan amendment process to finalize Special Use Permit

COASTAL SITES

- WWY submitted for CDP review
- LACF072 CDP package under internal review
- Other Coastal Commission submissions are awaiting drawings from MSI before applications advance

EARLY ONBOARDING

- Agency interest to onboard to existing LMR system
- MOU for your consideration today



LMR Highlights

NETWORK MANAGEMENT TOOL

- Microwave Link to FCCF from LA-RICS HQ is allowing:
 - Live system visibility for radio traffic and system use
 - Ability to see which sites and channels are in use by talk groups and specific users
 - Ability to view alarms at the same time as MSI
 - Ability to provision new user radios and talk groups
 - Ability to shut down rogue/lost/stolen radios immediately

LMR Field Highlights

Microwave (MW) Live at LARICSHQ – MW live allowing for Network Management tool access from LA-RICS office.

Generator Work at CCT

1st Image – The generator and tank needed to be move to the Judges driveway, which has a painted red curb so the judges do not strike the wall.

Work at CRN

2nd Image – Existing tower and shelter with ours as an amber, cannot really see it but it is there.

Work at SGH

3rd Image – In the residential area and matched aesthetical to the neighborhood, so no complaints.

Work at POM

4th Image A new instructed wall to have a emergency generator and fuel tank installed.

Work at OAT

5th Image – Shelter foundation built to stand the test of time.

Recent Work at DPW38

6th Image – Image shot with a drone of the water tank site and concrete pump.

Board Member Chris Donovan asked if scheduling is still in the red and understands there are things that come up out of our control, such as roads affected by weather. What are you doing within your team to look at processes and errors that have occurred to correct those to ensure you are staying on point? Board Member Donovan stated his desire is to ensure the grant funds are used within the appropriate deadline and keep the cost as low as possible. Project Manager Delfino stated the team has

spent a great deal of time ensuring that we stay on schedule. What we have in front of us is achievable; we are at a 40% infrastructure completion on these sites. We wish we were further along at 50% or 60%, which is why Chief Edson stated we are behind schedule. We lost three working weeks because of January and February rains and damaged access roads.

Project Manager Delfino stated going back to your point on what we are doing about it, the advantage of our team having a great deal of subject matter experts is we can extract from knowledge and lessons learned sharing with Motorola and their team. Motorola is a robust radio company but not a robust construction company, so they collaborate with contractors. The contractors do telecom construction and there is room for constructive criticism using different tools and technics to get things done. We saw these improvements on the last couple of sites, CRN, POM, and SGH mainly and those sites came in by four weeks and prior to that in earlier grant years Motorola has been taking double the time to get that amount of work done. We have seen an improvement in their rate of work and will focus on staying on this pace to get us to where we need to be.

Project Manager Delfino went on to state, we have approximately 35 sites left and if we get 20 sites done this year there will be room for movement. In addition to this, there has been notification sent to Motorola to get on track with a schedule we can be in an agreement with. It is a daily focus for our team and we are going to ensure Motorola will complete this project for you. Board Member Donovan asked when will conversations with those vendors not performing occur. Executive Director Edson stated the conversation has occurred and we are following Jacobs and Motorola as they both are responsible for this project and pressure is placed on both of them right now. Executive Director Edson stated from some of the lessons learned we have been meeting in advance with the County Real Estate, FAA, and some of the site owners to ensure all resources are ready to achieve Site Access Agreements (SAA), etc.. Executive Director Edson stated there are some meetings that still have to take place to ensure our portion of the schedule is on track.

Executive Director Edson stated he also wants Project Manager Delfino to comment on the site summit for the site design where LA-RICS, Jacobs, and Motorola met to discuss some of the problems. Jacobs came to the table, identified a problem, and worked with Motorola to complete some site designs. Project Manager Delfino stated one of the issues was not having drawings built up in a backlog. At the end of last year, we spent 12 weeks together with Motorola as well as two A&E firms to make decisions and to conduct live work in a live setting. The result was taking every single project we had to a permit level and those we could not, which were the 13 US Forest Service Sites and 9 Coastal Sites we helped advance. The forest sites are sitting at a 95% to 98% completion and the coastal sites are at an 80% to 90% completion and it is because they require feedback from landowners, so in Coastal we need feedback



from Catalina Island Conservancy. At the US Forest Sites, we need to wait for any feedback from its review. In parallel, Public Works was able to confirm we can apply for a building permit for the US Forest Sites while the review process is conducted by the US Forest Sites we can have building permits by the end of June. Project Manager Delfino also stated 2019 is going to be a very busy year and has been communicated to Motorola and they understand.

This concludes the Project Manager's Report.

D. Joint Operations and Technical Committee Chairs Report – Battalion Chief Kyle Zuniga

Battalion Chief Kyle Zuniga provided a briefing on the Joint Operations and Technical Committee (Joint) meeting and stated since the last Board meeting on January 24, 2019, there were two Joint meetings, the most recent Joint meeting was on March 19, 2019, which was held at LA-RICS HQ's and Technical Committee had quorum but Operations did not meet quorum. Battalion Chief Zuniga stated there were several discussion items. One of the discussion items was how to treat Cache Radios in the subscription plan. LA-RICS has had ongoing discussions and outreach with San Diego and Orange County Sheriff's Department to understand how they treat cache radios in their regional pricing model.

Battalion Chief Zuniga went on to state we are continuing to meet with other agencies and they have shared valuable information on how their respective organization handles programing, subscription, memberships, maintenance, and other details. This is to gain information on best practices and we will report to your Board with those findings. Battalion Chief Zuniga stated next item is an outreach to U.S. Coast Guard Sector Long Beach on March 14, 2019, and we met with U.S. Coast Guard personnel at their Command Center. They primarily use Very High Frequency (VHF) for most of their daily operations. LA-RICS provided loaner radios for demonstration purposes with their investigative services; we are also communicating with them on their experiences. It is highly unlikely LA-RICS would be useful for their purposes due to the way they operate on VHF unscripted frequency for use of reporting and response to emergencies.

There was also Outreach to Jet Propulsion Laboratory (JPL) meeting on February 25, 2019, and they are very interested in early onboarding. They have new compatible mobile and portable radios and an infrastructure to support onboarding to LA-RICS. We are currently in discussions with them on their technical capabilities but they are interested, so we are going to continue with our communications.



Board Member Alexander asked with JPL's interest is there a need to locate a tower at the site. Program Manager Tanya Roth stated from the LTE2 perspective yes, JPL is a location we are considering. We are also weighing it against AT&T at an existing site at the visitor parking lot. Board Member Alexander asked how this relates to the CRN site since JPL is located in La Canada Flintridge and not Pasadena. Project Manager Delfino stated CRN is serving that area as an LMR site and the proposed JPL site would be a LTE site.

Battalion Chief Zuniga stated the discussion item on the March 14th agenda was a LMR system early onboarding Memorandum of Understanding (MOU), which is Agenda Item I. It was approved by Joint Committee and this Board last year and was revisited by the Committee prior to bringing it back to your Board.

The last discussion item was on LMR capacity and we are still examining the technical information but as it stands today, technically speaking LA-RICS has the capacity to host all current and future traffic on the system.

The meeting prior to the LMR capacity discussion took place on Tuesday, January 29, 2019, at LA-RICS. We had a quorum for both Committees and there were several discussion items including Cache Radio Subscription, Computer Aided Dispatch and Records Management (RMS) and RFI information. Contracts Manager Jeanette Arismendez presented and informed the Joint Committee the Authority staff is in the information gathering stages and is meeting with other agencies who have issues similar to our RFI solicitation. Once we receive some information, we will bring back to your Board.

Battalion Chief Zuniga stated we also had a Homeland Security Mobility Acceleration Collision visit in Houston, Texas on December 11 through 13, 2018; members of LA-RICS, Fire, Sheriff's, and members of the Mayor's Office attended. We toured Harris County and Houston, Texas. The purpose of this visit was to engage our members and stay informed of regional mobility planning efforts, share best practices from our experiences here at LA-RICS and obtain information on how they conduct business. The trip was very productive; we toured a great deal of their critical infrastructure, command centers, etc. The next Joint Committee meeting is scheduled for May 21, 2019.

This concludes the Joint Committee Chair report.

E. Finance Committee Report – No Report

There was no Finance Committee Chair report.

VII. DISCUSSION ITEMS (F-H)**F. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network.**

Administrative Deputy Susy Orellana-Curtiss presented Discussion Item F and stated this is a receive and file requested by your Board when you approved execution of the Business Agreement last year. The attached is a quarterly statement detailing the expenses incurred to date.

There was no further discussion.

G. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item G and stated the Outreach Update consist of activities from months of January, February, and March. Productive ongoing meetings with AT&T and members of the Administrative team has continued. Meetings with the Cities of Alhambra and Covina took place to discuss early onboarding opportunities and a potential LTE site in Covina. A follow up meeting with representatives from Mexico Channel 15 regarding interference, which Program Manager Delfino mentioned in his report, took place. Executive Assistant Stallworth-Tait went on to state there were also high-level meetings with the Los Angeles County Department Managers for the purpose of discussing critical SAA's and the transition of LTE sites to AT&T FirstNet. A meeting between ICI Executive Director Edey and Executive Director Edson took place to discuss LMR system design. Lastly, LA-RICS Communications Team released Volume 4; Issue 13 of the Newsletter on February 19, 2019.

There was no further discussion.

H. NPSBN Onboarding Update

Executive Assistant Stallworth-Tait presented Agenda Item H and stated there was a title change to this discussion item from Public Safety Broadband Network (PSBN) to National Public Safety Broadband Network (NPSBN). The update will now reflect the number of FirstNet routers allocated to the Sheriff's and Fire Department as well as the PSBN sites transitioned over to AT&T NPSBN. A total of 22 sites have been transitioned to NPSBN with full transition expected by the end of July 2019.

There was no further discussion.



VIII. ADMINISTRATIVE MATTERS (I-K)

I. APPROVE THE IMPLEMENTATION OF THE LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING POLICY AND MEMORANDUM OF UNDERSTANDING (MOU) (POLICY NO. 023-2018)

Battalion Chief Zuniga presented Agenda Item I and recommended the Board:

1. Approve Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy and the corresponding LA-RICS LMR System Early Onboarding MOU, attached hereto as Enclosure 1 and Enclosure 2, to allow the Authority to have a policy in place for use of the LMR System for operational purposes prior to Final LMR System Acceptance.
2. Delegate authority to the Executive Director to execute MOUs substantially similar in form to Enclosure 2 with agencies interested in using the LMR System prior to Final LMR System Acceptance, with approval as to form from Counsel to the Authority.
3. Delegate authority to the Executive Director to approve and execute amendments to the exhibits of the LMR System Early Onboarding MOU, as needed for changes, if any such amendments are approved as to form by Counsel to the Authority.

Board Member Sachi Hamai asked when do you think LMR acceptance will occur. Executive Director Edson stated the entire LMR system acceptance should occur at the end of 2020, or first quarter (Q1) of 2021. Board Member Hamai asked how long system acceptance would be in place. Executive Director Edson stated it is about a one-year process of testing and acceptance currently in the contract. We are going to modify the contract to accept pieces of the network prior to the full final acceptance. Board Member Hamai also asked what the period on the MOUs would be. Executive Director Edson stated the MOUs would end when the full network is accepted and we move to the subscription model for our members. Board Member Hamai stated that it looks like LA-RICS is looking to the out years to 2022. Executive Director Edson stated by Q1 of 2021 any MOU's for the use of the radio system, as an early adopter would end. Once we have members paying subscription rates for use of the system, we do not have the need or desire to offer a free radio system. While we are building and testing the system, we will offer it for free, but once we move it into the subscription model and once it is accepted by no later than Q1 2021, we will no longer have free users or testers. Board Member Hamai asked if a city wanted to come on and be on-boarded early, are they responsible for their own radios and equipment or if LA-RICS who would take care of this? Executive Director Edson stated the cities would be responsible. Board Member Hamai stated there would be no funding from LA-RICS. Executive Director Edson stated yes correct.



Board Member Donovan asked to be walked down the scenario if he has a Cache of Radios, which are not on the proper frequency and I want to onboard early, does this agreement cover my cost to have your staff program my radios, so they work on the radio frequency at your cost. Executive Director Edson stated yes, we are able to program the radios as a matter of our business expenses, which is minimal because we have the code plug and software to do it. If your radios are not compatible then you will need your radio provider to do the programming. Then we will enter into an agreement that the city will follow our policies and procedures. Executive Director Edson went on to state you should have a backup radio system when the MOU is in place. Board Member Donovan stated when we early onboard, we will need a certain talk group spectrum that is part of the early onboarding. Executive Director Edson stated yes that is correct. When we talk about cache radios, there are some agencies who have reserve radios in their cache for emergencies and disasters and we do not anticipate charging monthly fees for those radios that are stored. When the radios go active for an emergency or a disaster we will not charge, but if those radios remain active we would charge at that time.

Board Member Hamai asked if LA-RICS has funding available to carry all of these costs. Executive Director Edson stated the AT&T monies received for PSBN Round 1 would supplement us through the start of the subscription collection. The monies we collect during subscription is the money that will sustain us. Administrative Deputy Orellana-Curtiss stated the recommended action, which is before your Board, is to utilize the resources within the adopted budget this year through system acceptance. We will not be augmenting our staff; the existing staffing we have through ISD, Los Angeles County Fire and Sheriff's Departments, who will be assisting with the programming or onboarding, coverage maps, etc. This is currently being done while we are building out our system because we need to study system functionality overall, so the MOU early onboarding of users will help us achieve system acceptance. If there is a need to supplement resources or if agencies who onboard early do not have the resources at that time it will come back to your Board for your consideration. The item before you considers that there is no fiscal impact. Alternate Chair Mark Glatt asked do we know how many agencies are considering us. Program Deputy Roth stated a few agencies have expressed interest, which are Claremont, Cal State Los Angeles, NTA and JPL.

Board Member Donovan asked if encryption is part of this, so if I choose a public agency and I want to encrypt my radio frequency. Is this part of the onboarding options? Executive Director Edson stated yes.

Board Member Mark Fronterotta motioned first, seconded by Board Member Chris Bundesen.

Ayes 7: Hamai, Donovan, Alexander, Fronterotta, Bundesen, Glatt, and Fruhwirth.



MOTION APPROVED

J. AUTHORIZE THE EXECUTIVE DIRECTOR TO ISSUE A PROCUREMENT AND ENTER INTO NEGOTIATIONS WITH AT&T FOR A SOLE SOURCE AGREEMENT FOR CELL ON LIGHT TRUCKS

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

1. Authorize the Executive Director or his designee to issue a procurement on behalf of the Authority to acquire Cell On Light Trucks (COLTs) including certain equipment, vehicle installation services, as well as deployment services, as necessary.

With respect to item 1.a, Contracts Manager Arismendez read a revised motion into the record as follows:

- a. Find that the County of Los Angeles procurement and contracting policies, programs, and procedures, excluding those inconsistent with federal grant rules, where there are non-equivalent policies, programs, and procedures at LA-RICS, or where they are otherwise not applicable to LA-RICS, are adopted for purposes of the procurement and any contracts resulting from the procurement, to the extent and in the manner as will be reflected in the procurement.
 - b. Authorize the Executive Director or his designee to issue addenda to the procurement that the Executive Director determines, in his discretion, are consistent with the general scope of the procurement.
2. Authorize the Executive Director or his designee to enter negotiations for a sole source agreement with AT&T to acquire certain specialized components and services, which must be purchased through AT&T as AT&T is the sole vendor on the FirstNet platform that can provide these goods and services.

Alternate Chair Glatt stated he is assuming we want a sole source with AT&T and these COLTs will be on Band 14. Contracts Manager Jeanette Arismendez informed Alternate Chair Glatt and the Board that was correct.

Board Member Alexander sought clarification the action is authorizing the Executive Director to enter into negotiations but the agreement itself would be returned to the Board for approval. Contracts Manager Arismendez confirmed that Board Member

Alexander was correct and staff would present the agreement to the Board for consideration.

Board Member Donovan stated ultimately these would be under the Sheriff and it is a Regional asset. Executive Director Edson responded that Board Member Donovan was correct. Board Member Donovan followed up with inquiring what the process would be to request use of the COLT and whether it would be considered a mutual aid request. Executive Director Edson deferred to Alternate Chair Mark Glatt to address the inquiry since he helped build the mobile communication unit with the Sheriff's Department. Alternate Chair Glatt stated the same procedure used for the deployment of the SOW would be used for the COLTs.

Board Member Mark Fronterotta motioned first, seconded by Alternate Board Member Chris Bundesen.

Ayes 7: Hamai, Donovan, Alexander, Fronterotta, Bundesen, Glatt, and Fruhwirth.

MOTION APPROVED

K. APPROVE A SUPPLEMENT PROFESSIONAL SERVICES AGREEMENT WITH AT&T CORP.

Contracts Manager Arismendez presented Agenda Item K and recommended the Board take the following actions:

1. Approve the supplemental Professional Services Agreement (Agreement), in substantially similar form to the Enclosure to the Board Letter, with AT&T Corp. (AT&T), to allow AT&T to compensate the Authority for router replacement installation services in the amount of \$2.5 million pursuant to the Business Agreement.
2. Delegate authority to the Executive Director as follows:
 - a. To execute the Agreement in substantially similar form to the Enclosure.
 - b. To approve and execute amendments to the Agreement that do not impact the Agreement value or term, provided any such amendments are approved as to form by Counsel to the Authority.

Board Member Alexander stated he is not familiar with the type of services being referenced. Executive Director Edson explained the nature of the installation services contemplated under the Agreement and informed the Board that staff evaluated the proposed rates and confirmed they are consistent with industry standards. Executive Director Edson also informed the Board the vast majority of work is being performed



by County employees with the exception of certain consulting services being performed by Teleate to ensure the network connections and SIMS are connected properly.

Board Member Mark Fronterotta motioned first, seconded by Alternate Board Member Chris Donovan.

Ayes 7: Hamai, Donovan, Alexander, Fronterotta, Bundesen, Glatt, and Fruhwirth.

MOTION APPROVED

IX. MISCELLANEOUS – NONE

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

Board Member Mark Alexander stated that he knows the Finance Committee has been discussing the Funding Model, and would like the Finance Committee bring something back to the Board regarding the timeline. Executive Director Edson stated next meeting there will be a written report provided by the Ad-Hoc Committee to the Finance Committee. Administrative Deputy Orellana-Curtiss stated there would be a final report at the Finance meeting but the final numbers/figures are contingent on solidifying an Operations and Maintenance (O&M) contract, which make up one of the biggest cost factors of ongoing LMR system maintenance. There are some models we are exploring and some solutions from a long-term O&M perspective. The current funding model and numbers that Ad-Hoc Committee members explored contemplate O&M cost that was included in the Motorola procurement proposal from when the bid went out on the build out of LMR system. That is the placeholder that we are utilizing on the O&M figure but does not contemplate the actual selected vendor for long-term O&M. When the final subscription rate setting figure comes to your board it will have the actual projected O&M costs.

XI. CLOSED SESSION REPORT – (NO CLOSED SESSION OCCURRED)

XII. ADJOURNMENT and NEXT MEETING:

The Board meeting adjourned at 10:01, a.m., and the next meeting will be held on Thursday, May 2, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Executive Summary

July 11, 2019

LTE Update

- PSBN Round 1 site assignment agreement is nearing completion between AT&T and LA-RICS legal counsel. The Authority is accompanying AT&T to all sites to determine what needs to be accomplished at each site in order to ensure a seamless transition onto the NPSBN. Furthermore, AT&T is conducting field work to upgrade sites for integration into AT&T network operating center.
- PSBN Round 2 is advancing into design work for the first seven Round 2 sites were AutoCAD site sketches have been received by LA-RICS. The environmental team has submitted the third Supplemental Environmental Assessment (SEA) to NTIA. There are five SEA's planned for the Program. Site access agreements have been transmitted to landlords for the first (15) fifteen sites.

LMR Update

- Zoning Drawing – 20 Sites are at ZD level.
- 50% Construction Drawings – 1 Site is at 50% level.
- 75% Construction Drawings – 0 Sites are at 75%.
- 100% Construction Drawings – 1 site is at 100% level.
- Building Permit Received – 21 Sites to date.
- Sites Eligible to Construct: (Includes Completed Sites, Sites Under Construction and/or Equipment Installs & Locations).

- | | |
|--|---|
| 1. APC – Junction of I-105 and I-405 | 12. MLM – Mira Loma Detention Center |
| 2. BMT – Angeles, overlooking CA-138 and I-5 | 13. MMC – Palmdale – Sierra Pelona Mountain Way |
| 3. CCB – Compton | 14. MVS – Whittier |
| 4. CCT – Downtown | 15. ONK – Oat Nike |
| 5. CLM – Claremont | 16. PHN – Puente Hills |
| 6. FCCF – 1320 Eastern Ave | 17. PLM – Palmdale |
| 7. HPK – Northern Angeles, | 18. SDW – San Dimas Water Tank |
| 8. LAN – Lancaster Sherriff Station | 19. TPK – Gorman |
| 9. LDWP243 – Junction of I-5 and CA-14 | 20. VPK – Verdugo Peak – Glendale |
| 10. LASDTEM – Temple City | 21. SGH – Signal Hill |
| 11. LA-RICS HQ, - Monterey Park | |

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	\$32,300,697	\$14,811,762	\$19,951,988	5/31/20
UASI 18	\$35,000,030	\$27,429,359	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$7,430,051	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$123,551,390	\$121,203,697	\$33,436,303	9/30/20

STATUS OF NPSBN AGENCY ONBOARDING			
Agency	Onboarding Status	FirstNet Routers Allocated	FirstNet Routers Installed and Activated
LASD	The Board of Supervisors approved the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	3330	0
LACoFD	The Board of Supervisors will soon approve the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	1000	201

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. and David
Evans & Associates



Monthly Report No. 84

For April, 2019

Submitted May 02, 2019

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AGENDA ITEM C

LTE UPDATES

- No new activity

Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:

1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
2. Ensure internal LA-RICS operational aspects are in place
3. Develop and Implement Policies

LTE Round 1 Updates

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

Special Events

- No new activity.

LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the intended 26 LTE2 sites, the 9 sites in the Angeles National Forest (ANF) will be designed and built by Motorola, the contract for this scope was executed on January 24 with an NTP for Phase 1 design activities issued on March 5. The remaining 17 sites will be designed by David Evans and Associates, 15 of which have been NTP'd to date. Of the 15 sites that have been NTP'd 8 all are in the ZD stage. Geotechnical drilling has been conducted for 3 sites so far, with 8 more to follow in the coming months. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings.
- Efforts to secure site access agreements for LTE2 sites are ongoing. Additionally, the Authority is engaged in the Q4 COLT (Cell on Light Truck) work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- 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. A major focus for the month of March is the definition of key site design and site acceptance standards to be employed at all LTE2 sites. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner. Other items under discussion include:
 - Site Design and Layout
 - Bill of Materials
 - Real Estate Acquisition/Site Access Agreements
 - Utility Location
 - Environmental Surveys
 - Land Surveys
 - Architectural & Engineering Processes
 - Zoning Drawings
- Jacobs' environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance.
- A screen check final of Supplemental EA #3 (SEA3) was submitted to NTIA on March 30 2018, incorporating comments received from NTIA to the initial draft SEA3. The Section 106 process closed out March 28 when the last concurrence letter for SEA3 sites was received from SHPO. The biological assessment completed internal review and was submitted January 31 to USFWS, concurrence with the determinations made in that document was received from the Ventura and Carlsbad Fish and Wildlife Offices of USFWS on February 28.
- The environmental team continues to evaluate sites for subsequent SEA groups, including U.S. Forest Service (USFS) sites (potential collocation to LMR-built towers). Correspondence with the USFS has been initiated regarding the feasibility of an LTE2 build in the Angeles National Forest (ANF).
- Site walks for the remaining sites (i.e., those not in SEA3 or in the ANF) are being scheduled. The environmental team continues to meet with NTIA management to optimize the environmental review process.

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 particularly for the (13) USFS sites. These plans will be submitted to the Forest as Plan of Development (POD).
- USFWS provided concurrence on the proposed polygon change at Site RHT to FEMA on March 14. The Authority received a copy of the response on April 2.
- Submitted a Visual Impact Assessment for the USFS for LMR sites proposed for installation on the ANF on March 18.
- Submitted a draft Biological Assessment to the ANF on March 15. Continued preparation of a Biological Evaluation addressing LMR sites proposed for installation on the ANF.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 956 persons as of April 8.
- Attended a site visit on March 13 with ANF staff to Sites BUR1 and GMT to evaluate visual KOP selection for these sites.

Permitting Support

- The coastal development permit (CDP) package for WWY was submitted to LA County Department of Regional Planning (DRP) on September 26, 2018 and is currently under DRP review. The power study for LACF072 is complete and ready for review by County Fire Facilities staff prior to completion of the CDP package for presentation to County Fire Command staff for LACF072. MSI is preparing exemption packages for CPK and TOP, and BJM, DPK, SPN, and TWR for review and consent by the owners prior to submission to DRP and GRM for submission to the City of Los Angeles for coastal review.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. A meeting was held with ANF staff on February 27, where the Authority had been notified that the Forest Supervisor believed a categorical exclusion for NEPA compliance purposes may be appropriate. Jacobs finalized biological, cultural and visual resources technical documents to meet ANF compliance needs. Geotechnical drilling is complete at 11 of the 12 sites in the ANF. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site. Radio spectrum fingerprinting and noise floor monitoring studies are complete for all but one site, FRP, which is closed due to snow.

Budget

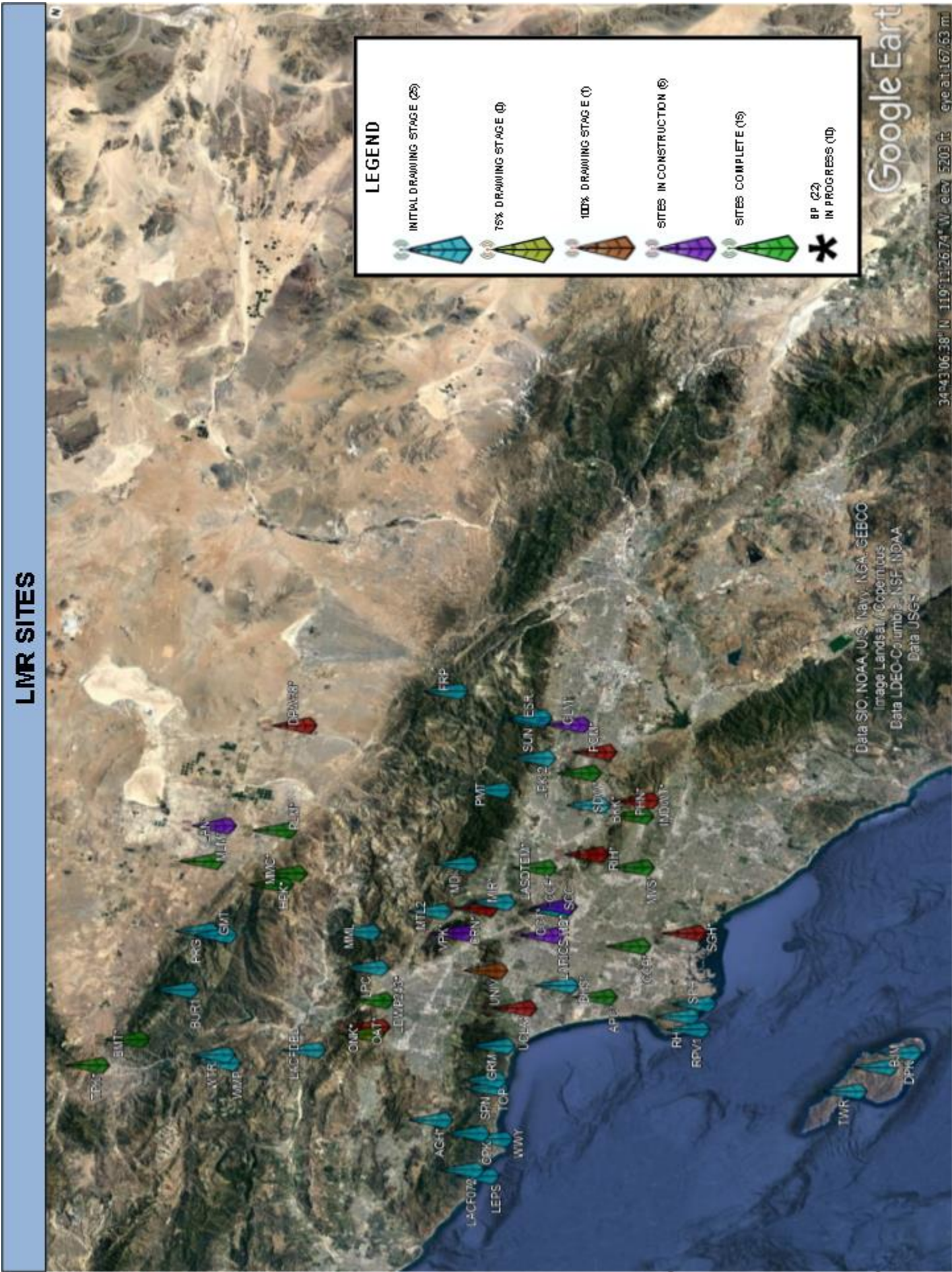
- ESR is final LMR site pending True-up. The structural foundations and tower structure were tested at ESR to determine usefulness, but the testing suggests a substantial cost to re-build the structure. MSI engineer and estimators are needed to determine the time and cost values, so that a true-up can be completed.

Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites ie. INDWT, OAT, AGH, and DPW038
- Three of the sites in the LMR network are undergoing 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 LMR Radio Frequency (RF) System Design is currently undergoing minor adjustments as final antenna orientations are established. All gathered data is currently under review by MSI engineers. All microwave links are confirmed except for the three sites undergoing redesign SPH, UNIV and RPVT. MSI and the Authority continue to meet to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Thirty-two (32) building permit applications (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, and RIH) have been submitted and approvals have been received for twenty eight (28) of the thirty-two sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's P6 schedule dated 04/09/2019.

SPN 5/2/19, TWR 6/4/20, TOP 6/21/19, CPK 4/26/19, DPK 6/4/20, BJM 6/4/20, WWY 2/4/20, LACF072 7/8/20, RPVT 10/16/19, JPK2 9/9/19, LACFDEL 6/21/19, LPC 9/9/19, WMP 9/9/19, PMT 9/9/19, FRP 9/9/19, MDI 9/9/19, WTR 9/9/19, ESR 9/9/19, BUR1 9/9/19, MML 9/9/19, MTL2 9/9/19, GMT 9/9/19, PRG 9/9/19, GRM 6/1/20, RHT 7/3/19, SPH 12/10/19, UNIV TBD
- As of 3/18/2019 thirty-six (36) executed SAA's are in place.

LMR SITES



AGENDA ITEM C



Monthly Report #68

Reporting Period: 3/16/19 thru 4/14/19

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM C

Table of Contents

1. Executive Summary.....	3
2. Project Status	9
2.1 Tasks In Progress or Completed	9
2.2 Tasks Planned for Next Period	10
3. Project Risk Register.....	12
4. Areas of Concern.....	13
5. Disputes and Claims	13
6. Financial Status	13
7. LA-RICS Master Schedule	14

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, 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 as 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.

This report covers the period from 3/23/19 thru 4/14/19

During this reporting period associated Phase 1 tasks were performed to include A&E activities, site and network design, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings. The primary Phase 1 activities for this period include:

LMR System Design

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring site measurements and data evaluation, evaluating the potential for condensed testing and training, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. As site changes develop (fallout or are added) MSI and the Authority continue to refine the backhaul design and are working together to resolve areas of concern and incorporate the corresponding solutions into the system design.

Site Design Activities

Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, Site Access Agreement exhibits, Zoning Drawing and applications development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs. The “Drawing Summit” process concluded at the end of December 2018, after twelve weeks. Supplemental joint drawing reviews were scheduled in the period to further develop Coastal and US Forest Service Construction Drawings. These activities entail key decision makers working together, to expedite and accelerate the design and approval of the remaining site drawings. To-date, 32 of 59 permit packages have been submitted for permit approvals, with permits received for 30 of 33 submissions.

LA-RICS Deliverables - Authority Site Access Agreements

Authority’s efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required 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 (36 out of 59) Site Access Agreements have been executed. For clarification and tracking purposes, the (13) sites at the USFS will use the Conditional Use Permit (CUP) document as an equivalent to “Site Access Agreement.”, leaving 10 of the 59 sites still in process for SAA.

In late February, feedback was received on the US Forest Service’s evaluation of the 13-site SF299 Application and Environmental Tech Memos. On April 24th Forest Supervisor George Farra indicated that consultation with the regional staff and drafting of the project level land management plan amendment had been completed. USFS confirmed receipt of the Biological Assessment, (BA) and the Biological Evaluation, (BE) has been completed. The package had been transmitted to the US Fish and Wildlife Service (USFWS). The scenery analysis is expected to be completed at the same time the USFWS completes their review.

The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site.



Pre-Construction Activities



Pre-construction activities were undertaken at DPW38 and INDWT.

Construction Activities

During this reporting period, Phase 2 tasks continue. 27 of 59 sites are constructed or are under construction. To-date, 9 of 41 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, and CRN. 9 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK and CRN. 10 of 15 Existing Tenant Improvement shelters are complete and 1 of 23 Cinder-block CMU shelters are complete.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			P6 schedule updates on MSI's "production schedule" for all phases (1-4) are reviewed monthly by LA-RICS. A&E drawing progress improved as a result of the drawing summit, but the remaining design work continues to drag on longer than a commercially reasonable rate given the basic nature of the installations. Submission of the coastal applications have been restricted by the ability to present acceptable zoning drawings for submission to the jurisdiction. MSI and the Authority expect to see slips in individual project schedules that may, or may not impact the overall Program schedule. For example, the Authority has not yet received (2) Site Access Agreements at RIH and BHS, and the building permits are expected for those sites in May. However, A&E drawings at a multitude of sites, and Building Permit re-submissions for drawings containing errors and omissions, are the source of historic and current delays in construction start and permit applications. Construction durations have seen some improvement for Ph.2 coming off of UASI 16 completion, yet Ph.4a work seems grossly undermanned at this time. Recently identified interference from Mexico is impacting the implementation of the Channel 15 equipment and the Authority has not yet lifted the hold on UHF equipment deployment.
Quality			The construction drawing, review, and approval process continues to be challenging. MSI will continue with improvements to its quality control processes and cycle times. Due to MSI's delays in the completion of drawings, the Authority has agreed to use an expedited joint/ live review approval method in lieu of the contract required

LMR Project Dashboard			
Category	Rating	Change	Comments
			drawing review process, as MSI's current delay would prohibit MSI's ability to start the remaining work and complete the program prior to budget depletion if the contract method were used. While, as stated in previous reporting, this has lead to an improvement in drawing cycle time, this expedited process create greater risks of quality issues in trade for the speed.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Plan-Checker approval process at Regional Planning and California Coastal Commission, Channel 15 interference, and Site access/ Site Conditions after major rainstorm.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up. ESR has not yet been trued-up.

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.

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Respond to NMDN COR allowing MSI to move forward with RadioMobile	In Process
Respond to Accelerated Schedule (condensed testing & training) provided 10/19/18	In Process
LMR System Design	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Measurements	In Process
Provided updated USFS tower elevations	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process

Activity Name	Activity Status
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (33/59 Sites submitted; 27/59 Sites Received)	In Process
Pre- Construction	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
Construction	
27/59 Sites Construction Complete or Under Construction	In Process
FNE Installation	
A&L, Microwave Dishes, Equipment Racks	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	Completed
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	

Activity Name	Planned Status
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process
Staging	
UASI18 Sites – June, 2019 (forecast)	In Process
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going

Activity Name	Planned Status
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

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	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines comfortably. Site changes and System redesign elements are impacting drawing progress for certain sites. MSI continues to struggle with incorporating Authority comments on drawings creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit in accordance with projections.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	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	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	A non-compliance letter was sent to MSI on 3/24/19 regarding the need for an updated Integrated Master Schedule (IMS) that could be accepted by the Authority. MSI responded with a letter dated 4/10/19 disputing the non-compliance, however the teams mutually agreed that MSI will generate an updated IMS for further discussion and analysis, with the goal of reaching agreement on or before 5/16/19.	5/16/19

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 (Amendment 36)	167,672,896
Cumulative Invoice Payments from Last Report	82,732,762
Total Invoice Payments This Period	2,196,738
Remaining Amount to be Paid	82,743,396

7. LA-RICS Master Schedule

The current P6 baseline schedule is titled “LMR IMS and Site Project Schedule_DD23-Mar 2019”. Variance reports are distributed weekly, reviewed, and discussed at weekly meetings.

(See attached LMR Executive Project Summary Snapshots)

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. and David
Evans & Associates



Monthly Report No. 85

For May, 2019

Submitted June 4, 2019

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AGENDA ITEM C

LTE UPDATES

- No new activity

Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:

1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
2. Ensure internal LA-RICS operational aspects are in place
3. Develop and Implement Policies

LTE Round 1 Updates

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

Special Events

- No new activity.

LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the intended 26 LTE2 sites, the 9 sites in the Angeles National Forest (ANF) will be designed and built by Motorola, the contract for this scope was executed on January 24 with an NTP for Phase 1 design activities issued on March 5. A kickoff meeting was held on May 1. Motorola has contracted with an A&E firm to design the nine sites. The remaining 17 sites will be designed by David Evans and Associates, 15 of which have been NTP'd to date. Of the 15 sites that have been NTP'd, construction drawings (CDs) have been begun on seven, the remaining 8 are in the DD stage. Geotechnical drilling has been conducted for 3 sites so far, with 8 more to follow in the coming months. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings.
- Efforts to secure site access agreements for LTE2 sites are ongoing. AT&T has assigned their Site Acquisition department to negotiate long-term agreements for operation of the sites after construction has been completed and the assets are transferred. Additionally, the Authority is engaged in the Q4 COLT (Cell on Light Truck) work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- 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. A major focus for the month of June is the definition of key site design and site acceptance standards to be formally memorialized. In addition, the Team will finalize LTE2 budget and begin receipt and review of Statement of Qualifications (SOQ's) for builders. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner.

Other items under discussion include:

- Site Design and Layout
- Bill of Materials
- Real Estate Acquisition/Site Access Agreements
- Utility Location
- Environmental Surveys
- Land Surveys
- Architectural & Engineering Processes
- Zoning Drawings
- Construction Drawings
- Jacobs' environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance.
- The final version of Supplemental EA #3 (SEA3) was submitted to NTIA on April 30 2018, a FONSI was issued on 5/17/2019.
- The environmental team continues to evaluate sites for subsequent SEA groups, including U.S. Forest Service (USFS) sites (potential collocation to LMR-built towers). Correspondence with the USFS has been initiated regarding the feasibility of an LTE2 build in the Angeles National Forest (ANF).
- Site walks for the remaining sites (i.e., those not in SEA3 or in the ANF) are being scheduled. The environmental team continues to meet with NTIA management to optimize the environmental review process.

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.
- Submitted a Biological Evaluation addressing LMR sites proposed for installation on the Angeles National Forest to the USFS staff on April 25.
- Submitted a supplemental cultural resource report for LMR sites proposed for installation on the Angeles National Forest to the USFS staff on April 25.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 983 persons as of May 29.

Permitting Support

- LA-RICS, Jacobs, and MSI personnel met with DRP coastal planning staff on May 6 2019 to finalize needs for coastal development permit (CDP) packages for LACF072 and SPN, and to discuss exemption packages for CPK and TOP. Pre-application meetings for these sites pending finalization of permit packages by MSI. WWY was submitted to LA County Department of Regional Planning (DRP) on September 26, 2018 and is currently under DRP review. MSI is preparing CDP package for GRM for submission to the City of Los Angeles for coastal review.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. A meeting was held with ANF staff on February 27, where the Authority had been notified that the Forest Supervisor believed a categorical exclusion for NEPA compliance purposes may be appropriate, however, Authority staff received an email May 6 that indicated the Washington Office's preference for an EA for the project. Jacobs finalized biological, cultural and visual resources technical documents to meet ANF compliance needs. Geotechnical drilling is complete at 11 of the 12 sites in the ANF. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site. Radio spectrum fingerprinting and noise floor monitoring studies are complete for all but one site, FRP, which is closed due to snow.

Budget

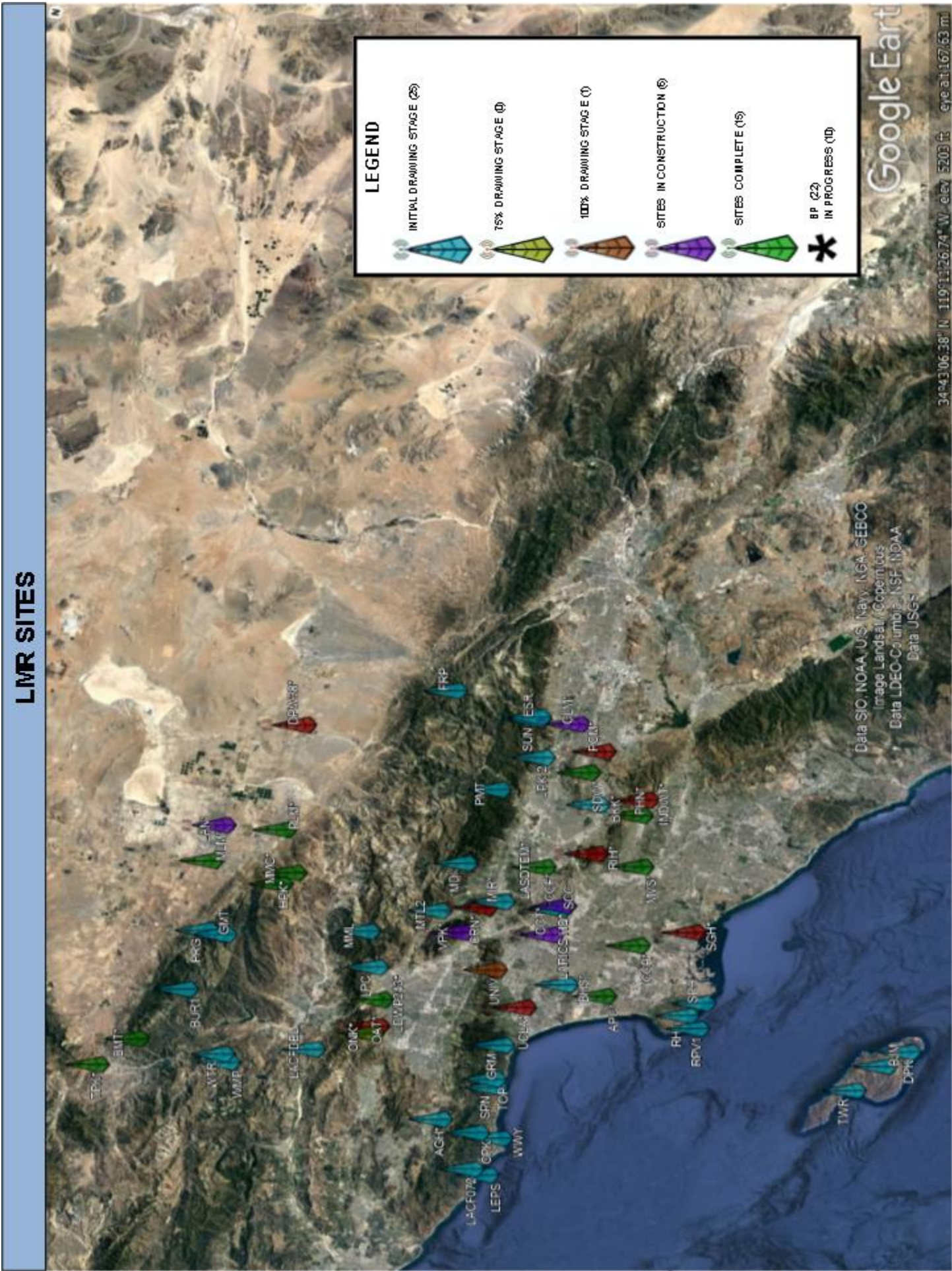
- ESR is final LMR site pending True-up. The structural foundations and tower structure were tested at ESR to determine usefulness, but the testing suggests a substantial cost to re-build the structure. MSI engineer and estimators are needed to determine the time and cost values, so that a true-up can be completed, still pending from MSI.

Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites ie. INDWT, OAT, AGH, and DPW038.
- Three of the sites in the LMR network are undergoing 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 LMR Radio Frequency (RF) System Design is currently undergoing minor adjustments as final antenna orientations are established. All gathered data is currently under review by MSI engineers. All microwave links are confirmed except for the three sites undergoing redesign SPH, UNIV and RPVT. MSI and the Authority continue to meet to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Thirty-two (32) building permit applications (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, and RIH) have been submitted and approvals have been received for twenty nine (29) of the thirty-two sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's P6 schedule dated 05/07/2019.

SPN TBD, TWR 6/4/20, TOP 8/26/19, CPK 8/26/19, DPK 6/4/20, BJM 6/4/20, WWY 2/4/20, LACF072 7/8/20, RPVT 10/18/19, JPK2 9/9/19, LACFDEL 6/21/19, LPC 9/9/19, WMP 9/9/19, PMT 9/9/19, FRP 9/9/19, MDI 9/9/19, WTR 9/9/19, ESR 9/9/19, BUR1 9/9/19, MML 9/9/19, MTL2 9/9/19, GMT 9/9/19, PRG 9/9/19, GRM 6/1/20, RHT 7/3/19, SPH 12/10/19, UNIV TBD.
- As of 4/30/2019 thirty-six (36) executed SAA's are in place.

LMR SITES



AGENDA ITEM C



Monthly Report #69

Reporting Period: 4/15/19 thru 5/22/19

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

Motorola Solutions, Inc.



Table of Contents	
1. Executive Summary.....	3
2. Project Status	10
2.1 Tasks In Progress or Completed.....	10
2.2 Tasks Planned for Next Period	11
3. Project Risk Register.....	12
4. Areas of Concern.....	14
5. Disputes and Claims	14
6. Financial Status	14
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, 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.

This report covers the period from 4/15/19 thru 5/22/19

During this reporting period associated Phase 1 tasks were performed to include A&E activities, site and network design, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings. Specific areas of focus have been RPVT, SPH, and the completion of the USFS sites.

The primary Phase 1 activities for this period include:

LMR System Design

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring site measurements and data evaluation, evaluating the potential for condensed testing and training, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. As site changes develop (fallout or are added) MSI and the Authority continue to refine the backhaul design and are working together to resolve areas of concern and incorporate the corresponding solutions into the system design.

Site Design Activities

Spectrum Fingerprinting – Noise Floor Monitoring activities continue. Data collection has been completed for 47 sites. 34 reports have been submitted to LA-RICS to date. MSI/TxRx is currently processing reports for 3 sites and reviewing the reports for an additional 8 sites. 8 sites remain untested, of which 6 are due to access issues. Emissions Studies have been submitted to LA-RICS for 3 sites - GRM, WMP, and LACFDEL. The design resolutions for RPVT and for SPH are being determined at this time. The Authority has communicated a deadline to Universal (UNIV) to obtain final disposition.

MSI resubmitted a Change Order Request on 3/28 for the NMDN solution. MSI is waiting on the NTP from LA-RICS. This NMDN change order requires extensive vetting since the scope and value is an output of several historical adds and deducts in value and scope against the base contract value for this particular system. In order to ensure that the appropriate scope and value are amended a joint review of the COR is required and will take place the week of June 3rd, 2019.

LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required 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 (36 out of 59) Site Access Agreements have been executed.

In late February, feedback was received on the US Forest Service's evaluation of the 13-site SF299 Application and Environmental Tech Memos. Since that time the USFS supervisor has referred the applications to Washington for a determination on how the USFS will ultimately process the

applications. The decision has not yet been made by the USFS, but the Team is standing by for this valuable input in June 2019.

The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site.

The primary Phase 2 activities for this period include:

Pre-Construction Activities

Pre-construction activities were undertaken at BKK and MIR and the sites started flatwork construction, since both sites were submitted as bifurcated permit applications, which entails splitting the tower related scope (vertical structure) from the (grade level scope) such as equipment shelter, emergency generator and tank, etc. This bifurcated application process allows MSI an opportunity to get started on a portion of the site work (flatwork) in advance of the vertical work, the tower.

Construction Activities

During this reporting period, Phase 2 tasks continue. 26 of 59 sites are constructed or under construction. New work at UASI 16 sites are the central focus (INDWT, DPW38, BKK, and MIR). To-date, 9 of 41 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, and CRN. 9 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK and CRN. 10 of 15 Existing Tenant Improvement shelters are complete and 1 of 23 Cinder-block CMU shelters are complete.

The primary Phase 3 activities for this period include:

Equipment Installation





Equipment installation (FNE and MW) work has been completed or is in progress at the following sites – BMT, LDWP243, POM, PLM, LAN, CCT, FCCF, SGH, CCB, MVS, LASDTEM, APC, PHN, MLM, VPK, ONK, LARICHQ, OAT, and CLM.

The primary Phase 4 activities for this period include:

Optimization

2-site Downtown cell optimization (FCCF and CCT) is currently underway.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Motorola and The Authority spent the last six weeks analyzing the P6 schedule since MSI requested an extension from the 04/19/19 delivery date that was missed. Over the course of four separate review sessions (12) main changes and enhancements were made to the schedule to elevate the level of planning going into the latter half of the system build-out. The schedule is still not labor loaded at this time. The Authority received a courtesy copy of the data date 05/18/19 IMS on 05/20/19 and began review. The Authority will return comments in the next ten days. Initial review suggests that there may be remnant error in the Ph.4a and Ph.4b planning since the Ph.4a durations exceed construction in most cases. MSI must include labor loading, particularly for the Ph.4 work. The acknowledged goal from both team's executive level management was to agree on a realistic, achievable, and mutually agreed schedule that aligned with the 2020 plan announced by MSI in May of 2018. The interference from Mexico is impacting the implementation of the Channel 15 equipment and the resolution is not scheduled in the 05/18/19 IMS.
Quality			The Authority remains concerned regarding the quality level of the construction drawings, the version control and maintenance of drawings, including no sign of published amendments or RFI's; there is also concern over the quality assurance that MSI is not providing during construction since losing a key staff member in March 2019.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Plan-Checker approval process, Channel 15 interference, and Site Conditions. FEMA independent site environmental approvals required.
Budget			Current budget reflects contract pricing and includes the sites that have gone through the true-up review. The bullet

LMR Project Dashboard			
Category	Rating	Change	Comments
			on budget shall remain red pending the IMS acceptance by both parties.

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.

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Respond to NMDN COR allowing MSI to move forward with RadioMobile	In Process
Respond to Accelerated Schedule (condensed testing & training) provided 10/19/18	In Process
LMR System Design	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Measurements	In Process
Provided updated USFS tower elevations	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (35/59 Sites submitted; 31/59 Sites Received)	In Process
Pre- Construction	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
Construction	
29/59 Sites Construction Complete or Under Construction	In Process
FNE Installation	
A&L, Microwave Dishes, Equipment Racks	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process
Staging	
UASI18 Sites – June 2019 (forecast)	In Process
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

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	Active

Title	Assigned	Impact	Risk Description	Status
			releases from FEMA are required to start work at sites.	
Delayed Drawings and Permit Release	Motorola & Authority	High	MSI's delay in permit submission has impacted the construction schedule and ability to meet grant spending requirements, historically. Site changes and System redesign elements are negatively impacting MSI's ability to produce sketches and drawing documents timely on some sites. MSI continues to struggle to incorporate Authority comments, creating a quality control issue. At this time the risk is being mitigated by the LMR PM and CMs attending live review sessions at MSI office prior to drawing submissions.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by slow A&E construction document development, progress, and maintenance. Additionally, Ph.4a has caused significant delay thus far.	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 (Amendment 36)	167,672,896
Cumulative Invoice Payments from Last Report	84,929,500
Total Invoice Payments This Period	17,020
Remaining Amount to be Paid	82,726,376

7. LA-RICS Master Schedule

The current P6 baseline schedule is titled “LMR IMS and Site Project Schedule_DD21-Oct-2017”. Variance reports are distributed weekly, reviewed, and discussed at weekly meetings.

LA-RICS is in receipt of the LMR IMS DD18-May-2019 and review comments will be transmitted to MSI prior to June 1st 2019. See attached LMR Executive Project Summary Snapshots)



**LOS ANGELES REGIONAL INTEROPERABLE
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SCOTT EDSON
EXECUTIVE DIRECTOR

June 11, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

**FINANCE AD – HOC COMMITTEE REPORT
SUBSCRIPTION RATE SETTING**

The purpose of this discussion item is to share a copy of the report provided by the Finance Ad-Hoc Committee as well as an overview of ongoing discussions relating to the Land Mobile Radio subscription rate setting.

Attachment

SOC:pdd



LA-RICS
SUBSCRIPTION BASED RATE SETTING
AD – HOC COMMITTEE REPORT

Discussed by the Finance Committee on
January 24, 2019 &
February 28, 2019

Adopted Funding Plan

The Current Funding Plan (adopted May 28, 2014) contemplates cost apportionment based on each member agencies' Population (50%) and Geography (50%). The Adopted Funding Plan is Enclosed for your reference (Enclosure 1). Discussions with member and non-member agencies support a fixed subscription-based funding model which allows for agencies to forecast and budget cost, eliminating uncertainties due to member fluctuation, etc. Member agencies state they are willing to pay a competitive rate for a regional interoperable system. Maintaining competitive rates is key for greater interoperability.

Land Mobile Radio Baseline Costs

The proposed subscription rate contemplates Land Mobile Radio (LMR) baseline costs made up of:

1. Administrative Costs – LA-RICS Project Team including Executive Director, County Counsel, Fiscal Agent, S&S, office lease, network monitoring staff, engineers, and administrative staff.
2. LMR O&M – Contract for ongoing operations and maintenance of the LMR system. (Enclosure 2)
3. Lifecycle - Costs associated with replacing major LMR system components in accordance with their useful life: \$55,000,000 (Enclosure 3)

For purposes of rate discussion, the Lifecycle costs were annualized at 10 and 15- years. Table 1 provides a summary of LMR baseline costs.

Table 1 - Land Mobile Radio (LMR) Baseline Costs

LMR Annual Projected Costs	
Budget Line Item	Amount
Administrative Costs	\$2,000,000
LMR O&M ¹	\$4,000,000
10 Year Lifecycle	\$5,500,000
15 Year Lifecycle	3,700,000
Annual Total (with 10 year Lifecycle)	\$11,500,000
Annual Total (with 15 year Lifecycle)	\$9,700,000

(1) LMR O&M cost from MSI contract bid dated January 3, 2013. Maintenance option has not been executed.

Active vs. Cache Radios

The Ad-Hoc Committee requested Operations and Technical Committee make a recommendation on how to address active vs. cache radio, in order to assess what impact charging of active radios on the system has on the Subscriber Onboarding Timeline and rate setting. The Technical and Operations Committee have commenced discussion and are scheduled to make a recommendation to the Board at the conclusion of their review.

Contract Cities Billing

The Ad-Hoc Committee requested information regarding the billing of contract cities and assurance these agencies would not be double-billed for use of the LA-RICS LMR system. Representatives from Los Angeles County Sheriff's Contract Law attended Ad-Hoc Committee and Finance Committee meetings sharing the current adopted contract model does not include a line item for radio communication. Any changes to this adopted model would require presentation of modifications to the contract cities as well as Board of Supervisors approval. Given the recommendation is to adjust the Funding Plan from member contribution to subscription based, the contract cities would not be double-billed for use of the LMR system. With the proposed shift to the subscription based model, Membership in the LA-RICS Joint Powers Authority will need to be revisited with potential for committee recommendation of a Board policy to address what constitutes Membership under the revised model. The policy should establish partial and full contract cities rights / benefits as a Member of the Authority.

Subscriber Onboarding Timeline & Radio Count

The LMR System is projected for completion by Quarter 4 2020, with users on the system January 1, 2021. Table 2 summarizes the onboarding timeline for the LMR system with corresponding radio count.

Table 2 - Subscriber Onboarding Timeline

IN PROGRESS

Subscription Rate Scenarios

The Ad-Hoc Committee explored a variety of subscription rates, including an introductory rate period, annualization of the lifecycle costs over 10 and 15 years, as well as impact of County of Los Angeles Loan Repayment on subscription rates. **The Ad-Hoc Committee recommends Scenario 1.B** with annualized lifecycle costs over 10 years, requiring 23,000 radios on air from years 1-5, increasing to 44,000 radios on air effective year 6. This scenario allows for migration of users onto the LA-RICS LMR system from year 1 Go Live through year 5, including payment towards the lifecycle fund effective year 6. At year 6 radio count includes all member radios on

the system, as well as other non-member agencies who have expressed interest in the LMR system with revenue collected to offset 100% LMR baseline costs including lifecycle.

Table 3 - Subscription Rate Scenarios

1A. 15 Year Lifecycle

FIXED RATE – 15 Year Lifecycle				
	Monthly	Yearly	Radio #	Total Revenue
Includes 15 Year Lifecycle	\$22	\$264	37,000	\$9,700,000

1B. 10 Year Lifecycle

FIXED RATE – 10 Year Lifecycle				
	Monthly	Yearly	Radio #	Total Revenue
Years 1-5	\$22	\$264	23,000	\$6,000,000
Years 6-15	\$22	\$264	44,000	\$11,600,000

Subscriber Count Shortfall and Guarantor

In order to appropriately assess risks corresponding to the number of subscriber units required on the system to fully offset the LMR baseline costs, the Ad-Hoc Committee Members requested the Subscriber Onboarding Timeline. The LA-RICS operations team continues to work with member agencies, independent cities and other agencies in the region for incursion in the onboarding timeline. Once the timeline is finalized, the risk exposure can be shared with this body to identify revenue shortfall and potential need for guarantor.

System Value – Add Options

Ad-Hoc Committee members explored various LMR System options that can be included in the Subscription Based Plan at the request of the agency. Such items include Geolocation Services, Computer Aided Dispatch (CAD), Records Management System (RMS), LTE Push to Talk (PTT) features and LMR data services. The Operations and Technical Committee along with LA-RICS staff are exploring costs for these value add options in order to determine whether a service contract will be pursued and included as a menu of options for system users.

Revenue Surplus

Ad-Hoc Committee members discussed the need for an LA-RICS policy implementation to address not only subscription rate, collection and payment of baseline LMR costs, but

also how to address revenue surplus in the event baseline costs are exceeded. Ideas discussed by the Ad-Hoc Committee as well as the Finance Committee included:

- Maintaining a reserve fund for cost adjustments in staffing, O&M or Lifecycle;
- Utilizing revenue surplus for the purchase of member user equipment such as radios and/or consoles;
- Utilizing revenue surplus for purchase of value add features such as CAD, RMS or PTT; and
- A pro-rata rebate for members.

Ad-Hoc Committee will continue discussions on how to prioritize options for use of revenue surplus, recognizing the need to include language on how surplus will be fairly distributed amongst Members and subscribers. ***recommend reserve fund for now***

LMR System Capacity

During discussions of Subscriber Onboard Timeline, Ad-Hoc Committee members requested information regarding the LMR system capacity, and whether the system had limits on the number of users it could accommodate without degradation to the overall system experience. The LA-RICS technical team alongside Motorola Solutions, Inc. will present this information to the Finance Committee on February 28, 2019 and to the Technical and Operations Committees on March 19, 2019.

Service Level Agreement

Ad-Hoc Committee members will review and recommend a draft service level agreement for Finance Committee's recommendation. Ad-Hoc Committee members will continue to work with Operations and Technical Committees to address key terms and conditions comprising the SLA and will present the draft to your committee for consideration.

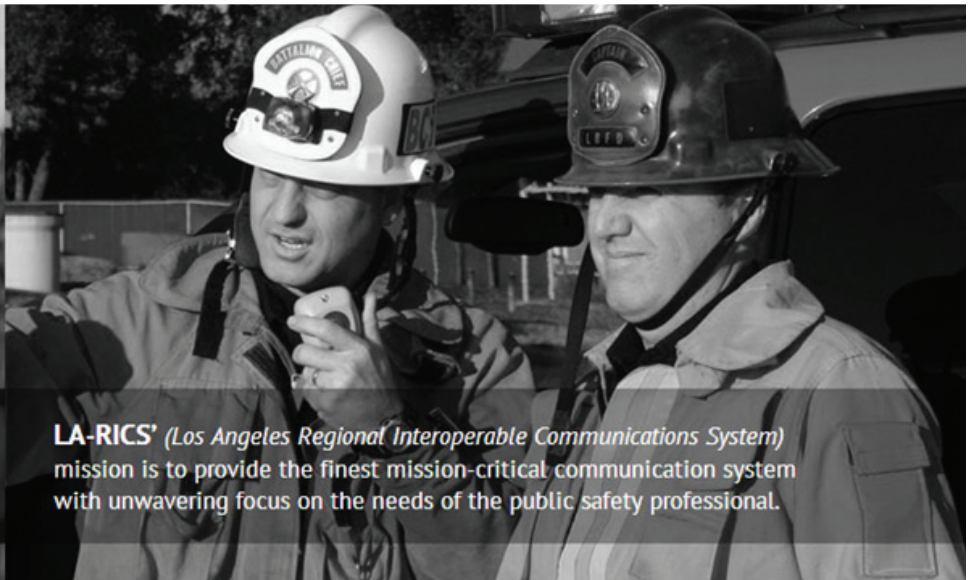
Conclusion

Ad-Hoc Committee members will continue to work closely with Technical and Operations Committee members as well as LA-RICS staff to prepare a final report and recommendation for the Finance Committee's consideration.



LA-RICS

FUNDING PLAN



LA-RICS' (*Los Angeles Regional Interoperable Communications System*) mission is to provide the finest mission-critical communication system with unwavering focus on the needs of the public safety professional.

June 2, 2014
Updated June 4, 2014

PREPARED BY: **PMC**[®]

AGENDA ITEM F - ATTACHMENT

Table of Contents

Executive Summary	1
Introduction.....	4
Section 1. Funding Plan Overview	13
Section 2. Background Research	15
Section 3. Member Outreach	15
Section 4. Cost Allocation Method.....	15
Section 5. Data Monitoring and True-Up Period	25

List of Tables

Table 1. Variables for LMR and LTE Cost Allocation Formulas	21
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List of Figures

Figure 1. Cost Allocation Formula	23
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Appendices

Appendix 1 – March 6, 2014 – Draft Funding Plan

Appendix 2 – April 3, 2014 – Board-Authorized Modifications

Appendix 3 – May 7, 2014 – Board Item on Comments Received on Draft Plan; Summary of Comments Received from Authority Members During 60-Day Comment Period

Appendix 4 – August 15, 2013, LMR Board Letter and March 6, 2014, LTE Board Letter

Executive Summary

The Los Angeles Regional Interoperable Communication System (LA-RICS) is a modern, integrated wireless voice and data communication system designed to serve law enforcement, fire service, and health service professionals throughout Los Angeles County. LA-RICS is a joint powers authority (Authority) with 86 Members currently, including the County of Los Angeles, 82 cities, two school districts, and the University of California, Los Angeles.

LA-RICS comprises two independent systems, which include a voice (land mobile radio, or LMR) system and a broadband data (long-term evolution, or LTE) system. LA-RICS will provide day-to-day communications within agencies and allow seamless interagency communications for responding to routine, emergency, and catastrophic events.

Per the Joint Powers Agreement (Agreement) adopted in 2009, the Authority must develop and adopt a Funding Plan before it commits resources to constructing the LMR or LTE systems (Ref. Art. II, Sec. 2.04(b) and Sec. 2.05(b)(2); and Art. V, Sec. 5.01). This Funding Plan has been a long time in the making, given the Agreement specified that the Authority would use its “best efforts to develop and adopt within nine (9) months of the effective date of the Agreement...a Funding Plan specifying a means or formula for funding the construction, operation and maintenance of the System” (Ref. Art. II, Section 2.05(b)(2)).

The Funding Plan must identify “funding sources and mechanisms” (Art. V, Sec. 5.01). In particular, the Funding Plan must “specify 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” (Art. II, Sec. 2.05(b)(2)). Further, the Funding Plan must provide a “development schedule and phasing plan, which will permit the maximum feasible participation by Members” (Art. V, Sec. 5.01). This latter requirement in the Agreement recognizes the great diversity among Members in the caliber of their LMR and existing broadband systems, as well as in their ability to internally support capital improvements and maintenance.

The Funding Plan presents LMR capital costs of approximately \$205 million and annual costs of approximately \$11 million for operations and capital replacement. It also addresses LTE capital costs of approximately \$150 million, additional capital costs of approximately \$17 million for additive alternates, and annual costs of approximately \$10 million for operations and excludes capital replacement. The Funding Plan must identify funding sources and a means for allocating these costs among the Members.

The Funding Plan relies on grant monies for the initial construction of the LMR and LTE systems. Member fees are to be the revenue source for the operations and maintenance (O&M) as well as all other capital costs. Voter assessments are not currently practical given the high cost of a ballot campaign coupled with high voter requirements to pass a special revenue measure. The LMR and LTE program costs can be divided into an infrastructure (initial capital or capital replacement) component and an O&M component. The financing model seeks to apportion costs to the Members relative to each Member’s ratio of population and geographic factors. As

stakeholder survey results revealed that Members do not prefer a fixed fee that is not tied to a Member's specific impact to the communications system, the Funding Plan incorporates one or more measurable characteristics (population and geography) as a tool to determine each Member's revenue contribution.

The Draft Funding Plan was authorized for release for comment to the Authority's Members on March 6, 2014. The Draft Funding Plan is attached as Appendix 1. On April 3, 2014, the Authority Board released a revised Cash Flow, which contemplated the Capital Replacement Reserve for the LMR System being deferred, with no accumulation, until the beginning of the fourth year of system operation. An administrative cost allocation for ongoing support of the Authority Operations at 20% of the overall administrative cost was included in the revision. This information is attached as Appendix 2.

The Board received a number of comments on the Draft Funding Plan during the 60-day comment period, a matrix of which is attached as Appendix 3.

In consideration of the feedback received during the 60-day comment period, the Draft Funding Plan was updated to reflect the responses to this information as well as input from the Finance Committee and Authority Board. The Funding Plan's cost allocation is based on the following:

- All costs for administration, operations and maintenance, capital replacement, and hard match are calculated based on the population and geographic area of the Member agency. These two variables are weighted equally at 50% each.

The Funding Plan is predicated on Members participating in the system, and the contribution from each Member will be calculated on the number participating. The initial Cash Flow presented is predicated on full participation of every Member of the Authority. That is, the Member shares will be calculated assuming every potential Member is paying its indicated annual share. However, the Authority acknowledges that some Members may exercise their right to withdraw as allowed under the Agreement. A Member may make a financial decision to delay participation until such time as their communication system equipment completes its normal replacement cycle and thus the agency's capital investment is fully amortized. The Opt-Out Period for the Funding Plan is 180 calendar days from May 28, 2014, the date of adoption of the Funding Plan by the Authority's Board. The Authority's Board also set the 180 day period for withdrawal of Members, as provided for in Article V, Section 5.01 of the Agreement. In addition, the Funding Plan is required to be revisited in three years from date of adoption. As part of this requirement, LA-RICS will be required to evaluate the current cost allocation method and the system usage data and to determine whether any changes to the Funding Plan are required.

For every Member that chooses not to participate, its annual share of the cost must be assumed by the Authority should total system costs be higher than the revenues collected from early participating Members. Each year an agency does not become a Member or join LA-RICS, its allocated but unpaid cost share of the LTE hard match and LMR capital replacement will accumulate. In this instance, bridge financing may be required to make up the difference.

Alternatively, early participating Members will likely absorb the costs of nonparticipants, resulting in a higher cost for the early Members. Should a Member rejoin the Authority at a later date, the Authority's Board will develop policy that addresses late adopters.

Some Members may have special radio or broadband coverage challenges (e.g., hilly terrain or clusters of tall buildings) that the standard backbone systems would be unable to meet. Those Members may require additional sites or facilities for an acceptable level of service. If so, those Members, and not LA-RICS, unless otherwise agreed to by the Authority's Board, may be responsible for the costs of building and maintaining these facilities. To the extent possible, LA-RICS will provide Bounded Area coverage enhancements. In-Building coverage will also be the responsibility of the Member agency that desires the coverage, unless otherwise agreed to by the Authority's Board. (Note that this does not preclude LA-RICS from being the agency that does the actual work of constructing or maintaining these facilities.)

Introduction

The Los Angeles Regional Interoperable Communication System (LA-RICS) is a modern, integrated wireless voice and data communication system designed to serve law enforcement, fire service, and health service professionals throughout Los Angeles County. LA-RICS is a joint powers authority (Authority) with 86 Members currently, including the County of Los Angeles, 82 cities, two school districts, and the University of California, Los Angeles. A system description of the LMR and LTE systems is provided below.

System Description

Genesis of the Hybrid LMR System

In the summer of 2012, Jacobs Program Management, acting as the Authority's LMR Program Manager, performed a hybrid UHF T-band and 700 MHz analysis to ascertain whether such a system could be deployed across the greater Los Angeles Region. The results of that study, as articulated in the "LA-RICS LMR Hybrid Feasibility Study" of July 7, 2012, indicated that a hybrid LMR System was feasible and that such a system would meet both LA-RICS' near-term and longer-term public safety communications needs.

It was the conclusion of the study that a hybrid system utilizing both 700 MHz P25 and T-band P25 technologies could provide the LA-RICS user community with a LMR System capable of supporting first responders. The overall conclusion was predicated on the minimum requirement of utilizing seventy (70) 700 MHz channels. The utilization of T-band spectrum within the hybrid system is fully scalable, thus rendering the T-band component configurable to address concerns regarding the concentration of first responder assets in areas during emergency response.

The study concluded that a hybrid UHF T-band and 700 MHz system could:

- Support 34,000 users on the 700 MHz spectrum with the capacity to accommodate a 25% incident increase of users maintaining a 1% grade of service (GoS). Although T-band channels will support 34,000 users on the T-band spectrum with the capacity to accommodate a 25% incident increase of users maintaining a 1% GoS, real-life experience indicates the need for more capacity. The study recognized that there is additional T-band capacity available to meet the real-life requirements for 10 channels per site, as this was anticipated to be a requirement in the LMR RFP and ultimate contract.
- Provide voice coverage per anticipated RFP requirements with the exception of the Angeles National Forest (ANF) areas (this is primarily due to a limited number of available tower facilities in the ANF, and coverage could be enhanced as additional sites become available).

- Include a narrowband data subsystem that could replace three existing UHF mobile data systems with a single system having coverage and capacity that would meet anticipated LMR System requirements.
- Include the current ACVRS that will be maintained on UHF but could be upgraded to more modern equipment.
- Employ bi-directional amplifiers (BDAs) for in-building coverage as used in the existing T-band subsystems. The existing BDAs will be replaced and/or supplemented with 700 MHz BDAs as needed.

The selected contractor's final design should be based on user input that would determine how the hybrid system implementation plan would be rolled out.

Following the July 2012 LMR Hybrid Feasibility Study, all pertinent requirements for a hybrid system were incorporated in the LMR System RFP. Due to the requirement to provide up to 10 channels per site for surge capacity for both UHF and T-band, it was determined that a pool of 700 MHz frequencies could be used to augment capacity at sites where event escalation might occur. As a result, LA-RICS required that proposers not exceed 90 700 MHz frequencies.

Two proposers provided proposals that addressed a hybrid system, and Motorola Solutions, Inc., was invited to negotiate. Subsequent to successful negotiations with Motorola, a contract was awarded by the Authority's Board that would provide a hybrid LMR System for the greater Los Angeles Region.

Description of the LMR System

The LMR System is a hybrid, integrated, regional, public safety wireless communications system operating primarily on UHF T-band channels and the 700 MHz spectrum. This Association of Public Safety Communications Officials (APCO) Project 25 Phase II capable wireless communications system will provide public safety first responders with mission critical voice and data communications supporting day-to-day, mutual aid, and task force operations. It will provide immediate and coordinated assistance in times of emergency, minimizing loss of life and property within the greater Los Angeles Region.

Furthermore, the LMR System will provide enhanced, interoperable communications through the following subsystems:

- Digital Trunked Voice Radio Subsystem (DTVRS): This DTVRS subsystem is considered the primary subsystem. It is a hybrid design that incorporates Project 25 Phase II equipment operating a voice communications network on both the UHF "T-band" spectrum and the 700 MHz band. Intra-subsystem network operations between users on the differing bands are transparent.
- Analog Conventional Voice Radio Subsystem (ACVRS): The interoperable ACVRS subsystem will interface with the hybrid UHF and 700 MHz DTVRS subsystem. ACVRS will

use narrow-banded UHF channels available to LA-RICS. ACVRS will consist of up to 22 Los Angeles County Fire Department (LACoFD) regionalized channels corresponding to each Telephone Radio Operator (TRO) operational service area.

- Narrowband Mobile Data Network (NMDN): The NMDN subsystem will be available to all Member agencies. This subsystem's data network will operate on UHF channels and provides reliable Computer-Aided Dispatch (CAD) connectivity.
- Los Angeles Regional Tactical Communications Subsystem (LARTCS): The LARTCS subsystem will support public safety operations on VHF Low-Band, VHF High-Band, UHF, and 800 MHz. This subsystem provides DTVRS and ACVRS interoperating connectivity with legacy public safety system users that would not normally operate on LA-RICS' primary subsystems.

Where possible, the LARTCS subsystem radio system attempts to logically share common infrastructure components.

System Capabilities and Advantages

The LMR System will facilitate and support Authority stakeholders' day-to-day public safety voice and low-speed data communications needs, providing instantaneous mutual aid in the event of a man-made or natural disaster. As such, the LMR System provides communications surge capability and resiliency. It provides generous allowances for disaster recovery and future system growth.

The Authority will possess a public safety LMR System that will be technically sufficient. In addition to supporting day-to-day public safety voice and data communications needs, the LA-RICS LMR System also provides a much-needed migration path off the UHF T-band spectrum that must be vacated in 2023 pursuant to H.R. 3630, the Middle Class Tax Relief and Jobs Creation Bill of 2012.

Why is the hybrid approach the best option for LA-RICS at this time?

- Removes LA-RICS from dependency on the federal government to make decisions regarding local spectrum and funding.
- Deploys an interoperable public safety radio network on Day 1 and buys time for later resolution with respect to future T-band frequency availability.
- Buys time to position for the possibility of future spectrum availability in both 700 MHz and 800 MHz.
- Provides a baseline countywide system now that will easily accommodate expansion as users come on board.

- Allows for a smooth, coordinated migration over time, and stays positioned for future FCC assistance with spectrum and funding.
- Minimizes risk of breakage and stranded assets.
- Utilizes existing ACVRS and narrowband data.
- Allows LA-RICS to prudently plan for yet-to-be-determined policies and direction from the FCC.

Effects on Members Existing Operations & Benefits

The benefits and advantages that Member agencies will gain with the LA-RICS hybrid LMR radio communications system, over their existing operations and for the next decade and beyond, are numerous and include:

- A truly countywide voice and narrow band mobile data system that provides coverage and capacity throughout the jurisdictions of all Member agencies.
- Reuse of infrastructure assets leverages the investments that Members have made in existing sites and equipment.
- Cost savings are realized through centralized operations and maintenance of the LMR System.
- Cost avoidance will be achieved when the federal legislation to vacate the current UHF T-band occurs, as the Authority will not have to re-procure and re-deploy a new regional communications system.
- Coverage and capacity will meet or exceed operational requirements for all LMR subsystems and provide significant improvement over existing capabilities.
- Designed-in system growth will provide long-term usability in response to population growth and additional operational requirements.
- The LMR System is being designed in a modular, scalable manner to allow the Authority to add or remove Members/users as needed, necessary, and appropriate.
- The LMR System will allow Member agencies the flexibility to assume responsibility for LMR System maintenance as desired.
- There will be no single point of failure throughout the mission-critical DTVRS subsystem.
- Geographically isolated LMR System controllers will provide redundancy in the event of a disaster.
- System-wide encryption provides LMR System security against cyber attacks.

- The LMR System provides encrypted communications allowing each member Agency to conduct secure operations.
- The LMR System will achieve the Authority's vision of regional communications interoperability.
- The LMR System will provide Member agencies operational and equipment options regarding end-of-life concerns for their current systems.
- All hardware, firmware, and software licenses will be current as of the final acceptance.
- Overall LA-RICS program objectives will be realized to the great benefit of all Members:
 - o Pooling of regional frequencies will be accomplished.
 - o Reuse of existing infrastructure will be realized.
 - o Providing for interoperable day-to-day communications for all Members will finally become a reality.
 - o Providing instantaneous mutual aid communications will be realized.
 - o Regional disaster recovery capabilities will be enhanced.
 - o Factored-in future growth will be available.
 - o Positive reduction of duplication costs will be a reality.
- Enhanced interoperable communications with federal, state, and other outside local agencies.
- Does not require members to invest capital dollars up front for UHF-capable subscriber units, but rather preserves individual agency equipment replacement/migration strategies. Members who operate exclusively on VHF, or who have outdated 700 MHz equipment, may choose to replace their subscriber equipment in order to take full advantage of the new hybrid network.
- Reduces the risk for all Members of deploying on a network that will be obsolete in less than a decade.
- Over the long term, 700 MHz will provide better interoperability with contiguous neighbors – Orange, Riverside, and other adjacent county users, since they are migrating to 700/800MHz.
- Potential exists for LA-RICS 700 MHz to be a direct backup for STRS and CWIRS – they currently have no backup capability.

Description of the LTE System

The Public Safety Broadband Network (PSBN) is a state-of-the-art wireless broadband system that provides high mobility public safety grade outdoor data services across Los Angeles County. It uses the latest cellular technology, called Long Term Evolution (LTE), currently being deployed by the major cellular carriers worldwide. The PSBN is built to the higher public safety reliability standards in order to have service available when public safety needs communications most—during emergencies. The PSBN is capable of interoperability with the forthcoming FirstNet nationwide network as well as other Broadband Technology Opportunity Program (BTOP) grant-funded public safety systems. It uses the radio spectrum assigned to LA-RICS in its Spectrum Manager Lease Agreement (SMLA) with FirstNet. The PSBN consists of the following major subsystems:

LTE Subsystem – The LTE Subsystem consists of an LTE-compliant wireless broadband system. LTE is a global standard established by the Third Generation Partnership Project (3GPP) and represents the most advanced commercial wireless broadband technology available. The LTE Subsystem will enable the Authority to have the same system functionality as commercial wireless carriers. The LTE Subsystem will provide wireless mobile broadband service across Los Angeles County from a preliminary 229 “cell sites” (known as eNodeBs). Please note that the actual cell sites may vary from the numbers referenced in the Funding Plan, as the design is being refined based on a number of factors. It will provide broadband coverage to outdoor users using portable devices. The LTE Subsystem will meet various Key Performance Indicator (KPI) thresholds to achieve reliable and high-speed data connections. The LTE Subsystem also includes one Evolved Packet Core (EPC) implementation at the Los Angeles County Fire Department’s Fire Command and Control Facility (FCCF) to manage user mobility and routing throughout the entire system. A second redundant Evolved Packet Core is included as an additive alternate. The following table represents the percentage for each zone for the downlink (cell site to mobile device) and uplink (mobile device to cell site).

LA-RICS Coverage Zones	Percentage Coverage of Geography	
	Downlink (768 kbps)	Uplink (256 kbps)
LA Basin	96.5	91.7
Santa Monica Mtns.	62.6	36.2
Angeles National Forest	35.0	11.6
Foothills	70.4	43.2
Foothills – Developed	91.2	76.8
CA-14 Corridor	42.2	16.9
Northern Desert	90.9	73.7
Waterway	70.8	66.0

Backhaul Subsystem – The Backhaul Subsystem provides connectivity and data routing among the 231 cell sites and the Evolved Packet Core. Microwave communication is the method of choice in the Backhaul Subsystem and provides connections for more than 80% of the PSBN

sites. The remaining sites as well as other intersystem connections are achieved through leased circuits.

Ancillary Site Subsystem – The Ancillary Site Subsystem consists of “public safety grade” elements required to support the LTE and Backhaul subsystems. This subsystem includes new robust monopole “towers” as well as battery backup and generator systems to provide short-term and long-term power backup in the event of commercial power failures. The Ancillary Site Subsystem also includes the necessary upgrades and improvements for existing rooftop and tower sites to support the LTE and Backhaul equipment.

System Capabilities & Advantages

The PSBN is capable of high-speed and high-mobility communication where service is provided. Data rates and performance on the system will be comparable to commercial cellular services. However, this network differs from commercial services in one key area—availability of service. Commercial cellular networks are not built to the same robust standard as the PSBN and are not expected to be as survivable. Furthermore, commercial usage by consumers is typically very high during emergencies. This creates congestion on the cell sites where the incident occurs. And due to lack of priority service on the commercial networks, public safety communication is at risk due to the congestion.

The PSBN provides outdoor service to portable handheld devices over the area in the table above at data speeds at or above 768 kilobits per second (kbps) in the downlink and 256 kbps in the uplink. However, these rates represent the “edge” rates where the signal is low. LTE is capable of scaling to lower rates at lower signal levels, and therefore, the PSBN can cover more area at lower rates. This can include limited coverage inside buildings, especially inside buildings near PSBN cell sites. Typical capacity for a single cell site is expected to be on the order of 30 megabits per second (mbps). This capacity is shared by the users in that area.

The PSBN is designed to be “public safety grade.” The towers are more robust than typical cell phone towers, the sites are equipped with multiple forms of power backup, and wherever possible, components and connections are redundant such that when one element fails, another is immediately available to maintain system operation.

The PSBN is capable of transporting any Internet Protocol (IP) application data. This includes Computer Aided Dispatch (CAD), voice over IP (VoIP), electronic Patient Care Records (ePCR), web applications, e-mail, streaming video, Geographic Information Systems (GIS), and many others. It is designed to accommodate very low system delays (latency) to provide high quality services to delay sensitive applications. However, the system’s designed capacity is limited, and therefore, the degree to which these applications can be run simultaneously on the same cell site is limited. In addition, the system may not provide the needed coverage (e.g., in-building) required by some of these applications.

The system is also capable of roaming to commercial cellular networks where PSBN service does not exist. Therefore, outside of Los Angeles County, in areas outside of the PSBN coverage

footprint, and inside buildings, the system is capable of supporting a transition (with a short delay during the transition) to the commercial network. Additionally, subscriber device options (including one from Motorola in the base agreement) will support the use of multiple modems that can seamlessly transition between the commercial and PSBN networks.

Effects on Members' Existing Operations & Benefits

Due to the higher availability of the PSBN from the robustness of the network to the dedicated capacity, public safety users will be able to rely more on the PSBN in emergencies. This will enable public safety personnel to have sustained communications in life-threatening scenarios that may normally be constrained by congestion or a complete loss of service. For example, in the event of an earthquake, existing systems may be crippled by the event itself or by the extremely high usage levels. The PSBN is expected to be more survivable in such an event, and the dedicated capacity means public safety does not have to compete with the public for data resources. Finally, because the PSBN is fully controlled by public safety, the Authority and its Members can adjust network priorities to address congestion within the public safety community to ensure the most critical communication gets through.

In some cases, Member agencies may withhold deployment of data solutions because of the reliability or capabilities of existing systems. The higher reliability of the PSBN may enable increased use of broadband data applications in "mission-critical" scenarios. Therefore, in addition to higher reliability of existing data solutions, new life-saving benefits may now be possible over the PSBN as a result of the higher data availability. For example, due to congestion on commercial networks, real-time streaming video use may be limited. The PSBN has all of the advanced capabilities of an LTE network and can prioritize video traffic to ensure the needed resources are made available.

Because the PSBN is under the control of public safety, public safety determines the priority of response to system failures when they occur. This includes public safety control of emergency deployable systems, such as a "Cell on Wheels (COW)." It also includes public safety determination of system maintenance timing to ensure that potential outages that result from maintenance minimize their impacts on public safety, not consumer, operations. It also means that restoration of service can be prioritized due to public safety, not commercial, needs.

The PSBN includes a robust backhaul network connecting the PSBN cell sites with the core network "switch." These sites are predominantly located at police and fire stations. The connections could then be used to provide robust data connections to these facilities. To the extent that these facilities are on member agency networks, they may enable connectivity among Public Safety Access Points or other data communication within the region. While the PSBN connection is currently planned to end at the tower outside these police and fire stations, a connection to the inside of the co-located facility can complete the circuit. This could enable direct phone calling between Member agencies in the event that the public telephone network fails, among other applications. It should be noted that the capacity of these connections is based only on the PSBN traffic, and therefore, connections may require upgrades to support new

applications. However, the system is planned for 50% growth, which could be used for limited external applications.

In order to benefit from the PSBN's capabilities, Member agencies will need new Band Class 14 devices. While Member agencies may have LTE-capable devices from commercial carriers, those devices do not currently support the dedicated public safety spectrum. Those new devices will need to be configured and installed. Additionally, Member agencies will need to connect their fixed networks, data centers, and applications to the PSBN. This will require coordination and collaboration between IT departments to including physical connectivity, data routing, and security.

Funding

LA-RICS will include voice (land mobile radio, or LMR) and broadband data (long-term evolution, or LTE) components. LA-RICS will provide day-to-day communications within agencies and allow seamless interagency communications for responding to routine, emergency, and catastrophic events. Although a significant portion of system costs will be covered through grant funding, the Authority must identify a method to distribute its remaining cost among its members. LA-RICS established a Finance Committee to address these issues, among other financial considerations, and subsequently retained Pacific Municipal Consultants (PMC) to develop a methodology and ultimately this Funding Plan.

Section 1. Funding Plan Overview

Requirements

The LA-RICS Joint Powers Agreement Section 2.05(b)(2) notes that it is the responsibility of the Board of Directors to “develop and implement a funding plan (the ‘Funding Plan’) for the construction and ongoing operation of a shared voice and data system.” Section 5.01 (Adoption of Funding Plan) provides additional clarity for this responsibility:

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.

Section 5.01 of the Agreement also requires that the 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.”

This Funding Plan meets those requirements. This Funding Plan identifies funding sources and mechanisms to pay for construction of LA-RICS through grant funds and contributions by Members, respectively, as discussed herein. In addition, the LMR and PSBN Agreements executed between Motorola and the Authority set forth a detailed development and phasing schedule for the construction, operation, and maintenance of each system. Much of the background information and stakeholder engagement process is contained in Appendix 1 – Draft Funding Plan.

On March 6, 2014, the Authority Board considered the Draft Funding Plan and authorized its release for the required 60-day comment period. On April 3, 2014, the Authority Board reviewed and considered information pertaining to the specific Cash Flow contained in the Draft Funding Plan, which contemplated deferring the Capital Replacement Reserve for the LMR System, with no accumulation, until the beginning of the fourth year of system operation. An administrative cost allocation for the ongoing support of Authority Operations at 20% of the overall administrative cost was also included in the revision. The Authority Board authorized the release of this revision, which is included in Appendix 2.

On May 7, 2014, the Authority Board received a report outlining all of the comments received on the Draft Funding Plan. This information is included in Appendix 3.

Included in Appendix 4 is the August 15, 2013, LMR Board letter and the March 6, 2014, LTE Board letter that discusses the phasing of work to occur to construct, operate, and maintain each system.

Funding Plan Components and Goals

LA-RICS has received favorable status through receipt of significant grant funding for the LMR and LTE systems. These grant funds cover a substantial portion of the costs associated with constructing the physical infrastructure that supports both systems. The Funding Plan is responsible for proposing an allocation of the costs not covered by the grant funding including LMR operations and maintenance, LMR life-cycle capital replacement, LTE hard cost matches, LTE soft cost matches, LTE operations and maintenance, and LTE life-cycle capital replacement (Section 4 provides more detail about Funding Plan costs).

The methodology for the distribution of system costs between Member agencies and their acceptance is a major challenge to the successful completion of the LA-RICS project. The Draft Funding Plan utilized a number of variables to allocate costs for both the LTE and LMR systems. This information is contained in Appendix 1. In consideration of the feedback received during the comment period, it is being recommended that the variables used to allocate cost to Member agencies be revised to eliminate as many unknowns as possible including the potential that agencies may have reported information inconsistently.

The Board has met its obligation to distribute a Draft Funding Plan to Members with a description of the LMR and LTE systems, as well as “reports and studies” that would allow members to make their own assessments of system capabilities, costs, financing, and fiscal impact. In addition, Members can continue to meet with Authority staff and the LA-RICS contractor to discuss and evaluate the particulars of each system and the associated projected coverages in any geographic area affecting Members.

Once the Board adopts a Funding Plan, the Board will need to notify Members within five days of adopting the Funding Plan. Members then have at least 35 days in which to submit written notice of immediate withdrawal from the Authority. Very significantly, “there will be no costs for any Member that withdraws from the Authority within this time period” (Art. V, Sec. 5.01). The Authority Board voted to extend the opt-out period for the plan to 180 days to allow Member agencies to adequately review the information and allow their governing bodies to take appropriate action, if necessary.

The Authority's Board may opt to revise the Funding Plan in light of Member withdrawals following its adoption. The provision in the Agreement (last paragraph of Art. V, Sec. 5.01) that allows for a Board vote on a revised Funding Plan states:

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 not be less than 45 days after the adoption of the revised Funding Plan. There will be no costs or any Member that withdraws from the Authority within this time period, except for obligations incurred prior to the adoption of the Revised Funding Plan.

Section 2. Background Research

Extensive background research was done of comparable interoperable communication systems to identify existing finance plan strategies. Select allocation methods and variables from these comparable systems, as vetted by Members, were incorporated in the Draft Funding Plan authorized for release on March 6, 2014. All of the background research is contained in the Draft Funding Plan attached in Appendix 1.

Section 3. Member Outreach

Extensive Member outreach was done by Authority staff and PMC. All of the Member outreach and results of this outreach are contained in the Draft Funding Plan attached in Appendix 1. PMC sent initial surveys to fire and police chiefs, as well as city managers, of each Member agency, followed with three rounds of stakeholder meetings held between November 2013 and January 2014. Each series included hosting several meetings on different days and in separate locations with the intention of increasing Member participation.

Section 4. Cost Allocation Method

Cost allocation, or apportionment, is the manner by which the various costs of the systems are assigned to defined user characteristics and then allocated to the LA-RICS Members based on each Member's known user data. The apportionment methodology considers the components of the system costs to the extent that they are known or can be estimated.

The objective of this section is to (1) outline in a representational model the system funding preferences based on input from stakeholders and comments received during the comment period; (2) describe the funding model parameters and development; and (3) develop costs for each Member using the cost allocation formula for the LMR and LTE systems.

Cost Components of Systems

The costs and model development assume full buildout and implementation of the interoperable communications systems as defined in the executed agreements for LMR and LTE. Costs based on assumptions of phased buildout and implementation will result in different costs in the early years of the system. Any phasing assumptions and changes in costs for system development will be determined by the Authority. The Funding Plan relies on grant monies for the initial construction of the LMR and LTE systems. Member fees are to be the revenue source for operation of both systems, administrative costs, LTE hard match, and LMR System refresh. Voter assessments are not currently practical given the high cost of a ballot campaign coupled with high voter requirements to pass a special revenue measure.

Land Mobile Radio (LMR)

Components of LMR cost include the contract system maintenance costs (Phase 5) totaling approximately \$56 million for the full 15-year contract period.¹ In addition to the contracted system maintenance cost, an infrastructure component is included to account for replacement and technological upgrade and/or obsolescence. This infrastructure component, or capital replacement, is called the “Life Cycle Cost.” A Life Cycle Cost estimate for replacement of LMR infrastructure is approximately \$55 million as determined by the LA-RICS engineering consultant. Payments by Members for capital replacement cost are spread evenly over a 15-year period. An amount for Authority administration costs of LMR is also estimated.

Long-Term Evolution (LTE)

The estimated costs for LTE shown are from the Broadband Technology Opportunity Program (BTOP) grant Budget Narrative dated November 25, 2013, as well as Authority estimates. The itemized cost components are as follows:

1. System operations and maintenance: \$28.6 million (first five years)
2. Total matching funds (cash) for LTE construction grant (hard match): \$19.5 million

Per Authority direction, in-kind matching funds as well as LTE System refresh costs will be fulfilled through means other than contributions by all Members.

The Funding Plan comprises fees that are calculated by LA-RICS Member for both the LMR and LTE systems, as well as for JPA operations. Administrative costs for LA-RICS are divided into three areas, one being JPA operational cost, the second for LMR administration, and the third for LTE administration. Costs for JPA operations are for categories such as Authority staffing, administrative facility lease, and insurance. LMR and LTE administration costs are specifically for the management and implementation of each system including contract management, grant administration, and other tasks to maintain system operations. The total administrative costs are allocated in the following amounts: 40% for JPA operations; 30% for LMR; and 30% for LTE. Within LMR, the fee estimate reflects three costs (operations, system refresh, and administrative). Within LTE, the fee estimate also reflects three costs (operations, annualized grant hard match, and administrative). The following average annual cost estimates for LMR and LTE are assumed for calculating annual member fees.

¹ Exhibit C.6 – Schedule of Payments LMR System Maintenance – LA-RICS LMR Agreement with Motorola. The payments vary from year to year, beginning at \$4 million in year 1 and reducing to \$3.6 million by year 15.

System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,308,400
	System Refresh	\$4,806,800	
	Administrative	\$775,000	
LTE	Hard Match	\$1,875,000	\$9,123,900
	Operations	\$6,473,900	
	Administrative	\$775,000	
JPA Operations		\$1,033,000	\$1,033,000

Work by LA-RICS and its committees determined that a preferred LTE scenario be developed that excludes the in-kind match and system refresh, and adds maintenance for the Home Subscriber Server (HSS) and Redundant Evolved Packet Core.

FIRST NET OPTIONS

In February 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012, containing landmark provisions to create a much-needed nationwide interoperable broadband network that will help police, firefighters, emergency medical service professionals, and other public safety officials stay safe and do their jobs. The law's governing framework for the deployment and operation of this network, which is to be based on a single national network architecture, is the new "First Responder Network Authority" (FirstNet), an independent authority in the National Telecommunications and Information Administration (NTIA), located within the Department of Commerce. FirstNet will hold the spectrum license for the network and is charged with taking "all actions necessary" to build, deploy, and operate the network, in consultation with federal, state, tribal, and local public safety entities and with other key stakeholders.

The act provides \$7 billion in funding toward deployment of this network, as well as \$135 million for a new State and Local Implementation Grant Program administered by the NTIA to support state, regional, tribal, and local jurisdictions' efforts to plan and work with FirstNet to ensure the network meets their wireless public safety communications needs.

LA-RICS staff has been holding discussions with FirstNet to help offset costs, which could lead to cost savings to LA-RICS Members. These costs include capital infrastructure replacement, Core Maintenance (PSBN Hardware & Software EPC and NMS), and eNodeB Maintenance (PSBN Hardware & Software RAN). To date, FirstNet has not been able to provide any affirmative commitment to providing resources to the Authority.

THE FUNDING PLAN DOES NOT APPLY TO SUBSCRIBER UNITS

Under the Funding Plan, Members would still be responsible for their LMR or LTE subscriber units. For the LMR System, Members would be responsible for the costs of buying, maintaining, operating, and replacing the following:

- Portable radios
- Mobile radios
- Base stations
- Dispatch consoles

For the LTE System, Members would be responsible for the costs of buying, maintaining, operating, and replacing the following:

- High-speed data units

LA-RICS may be able to help Members secure grant funding for radio or broadband subscriber units. LA-RICS may also be able to help Members pool their unit purchases so as to command lower pricing. But notwithstanding these forms of assistance, LA-RICS does not assume cost responsibility for subscriber units, unless otherwise agreed to by the Authority's Board.

THE FUNDING PLAN DOES APPLY TO STANDARD LMR AND LTE BACKBONES

As stated earlier, the purpose of the Funding Plan is to fund the backbone LMR and LTE systems necessary to meet a service standard under normal conditions.

Major elements of the LMR backbone include:

- Radio towers
- Microwave links
- Fiber optic links
- Radio antennas
- Control buildings and radio communications equipment
- Ancillary equipment

Major elements of the LTE backbone include:

- Monopole towers
- Microwave links
- Fiber optic links
- Broadband antennas
- Control buildings and broadband communications equipment
- Ancillary equipment

Cost Apportionment

The preferred option for apportioning costs to the Members is based on the following method and assumptions:

- Joint Powers Authority Administration: Distribution of 40% of Authority staff and operating costs based on Authority Members' proportional share of countywide population and geography equally split 50%/50% (effective FY 2014/2015).
- LMR System Operating Costs:
 - No costs will be allocated or collected for the LMR System from Members until such time as the system is operational (projected FY 2017/18), unless the Authority Board adopts a revised Funding Plan, including to account for any loss or shortage of grant funds.
 - Additionally, the Authority's Board will issue an amendment to the Funding Plan to reflect projected operational and maintenance costs prior to the operation of the LMR System.
 - The cost of operation during the first year of operation (projected FY 2017/18) is based on:
 - a. Distribution of 30% of Authority staffing and LMR System operational costs based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
 - The cost of operation during the second and third years of operation (projected FY 2018/19) is based on:
 - a. Distribution of 30% of Authority staffing and LMR System operational costs and full cost of LMR System maintenance based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
 - The cost of operation during the fourth and subsequent years of operation (projected FY 2020/21) is based on:
 - a. Distribution of 30% of Authority staffing and LMR System operational costs and full cost of LMR System maintenance based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
 - b. LMR System refresh based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
- LTE System Operating Costs:

- The cost of operation during the first year of operation (FY 2015/16) is based on:
 - a. Distribution of 30% of Authority staffing and LTE System operational costs and fiber connectivity operational costs, if applicable, based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
 - b. Hard match contribution based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
- The cost of operation during the second and subsequent years of operation (effective FY 2016/17) is based on:
 - a. Distribution of 30% of Authority staffing and LTE System operational costs and full cost of LTE System maintenance (including leased fiber connectivity, if applicable) based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
 - b. Hard match contribution based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
- Cost of operation during years following the extinguishment of commercial financing will continue as reflected above, with the exception of hard match contributions.

Cost Variables

The costs for constructing, operating, and maintaining the LMR and LTE systems are established in the agreements with the systems' provider. This Funding Plan, for purposes of establishing a set of cost parameters to conduct the cost allocation, assumes that all costs are fixed—at least through the contract periods of the agreements. It should be noted that the variables discussed in the Funding Plan may not have been key factors used by the contract vendor in determining the established total systems costs. The LMR and LTE systems are very complex and, in order to assemble their cost proposal, the contract vendor would have had to consider many more factors than the variables presented below.

The LMR System is not anticipated to “go live” until FY 2017/18. Consideration of LMR System Operating Costs will be the subject of a revision to the Funding Plan released prior to the activation of the system. This is in consideration of:

- a. Execution of the LMR contract is by phase, with each phase requiring approval of a Notice to Proceed by the Authority Board of Directors.
- b. Sufficient funding for each phase must be demonstrated to the Authority Board of Directors before such consideration.

- i. Individual Notices to Proceed may be authorized by the Board of Directors on a site-by-site basis, depending on funding availability.
 - ii. Any decrease or suspension in grant funding that might subject Authority Members to an increased substantial financial liability should be evaluated by the Board to determine whether a revised Funding Plan should be adopted, and if one is adopted, will trigger an additional 45-day opt-out period.
 - iii. The LMR contract provides for termination for non-appropriation of funds, thus further protecting Authority Members from further liabilities being incurred that cannot be addressed via revision to the Funding Plan.
- c. The detailed design of the LMR System is currently in progress.
- i. The inability to achieve maximum benefit from some of the designated sites is resulting in site substitution and/or additions. This may result in an adjustment of maintenance and operating costs.
 - ii. Changes in LMR technology during the design phase that warrant reconfiguration of operational aspects may result in a change to the costs allocated to Authority Members.
 - iii. An updated analysis of projected maintenance and operating costs may also result in a change to the costs allocated to Authority Members.

Given the complexity of the cost proposals, the Funding Plan measures each Member's share of the communications systems cost based on population and geography (LMR and LTE) and apportions the costs accordingly. These variables are described in **Table 1** below to show how they potentially would be used to determine a Member's share of infrastructure capital replacement and operations costs.

Table 1. Variables for LMR and LTE Cost Allocation Formulas

System/ Variable	Description	Measure of Cost	Variable Applied to Capital Cost	Variable Applied to O&M Cost
Jurisdiction residential population	A jurisdiction's current resident population, For Cities of Industry and Vernon, daytime resident plus worker population is used.	Measures the size of population as a predictor of system use; in general, the greater the population, the greater the impact to the system.	X	X

System/ Variable	Description	Measure of Cost	Variable Applied to Capital Cost	Variable Applied to O&M Cost
Geography	Each jurisdiction's municipal boundary expressed in square mileage. The square mileage excludes national forest lands.	Measures the size of each Member's physical land area as a predictor of system use; in general, the greater the land area, the greater the impact to the system.	X	X

Variables Data Sources

The variables used in the cost allocation formulas for LMR and LTE are based on information provided through several data sources. Population data was obtained from the Southern California Association of Governments (SCAG) Local Profile Reports. Daytime resident plus worker population for the Cities of Industry and Vernon were obtained from the American Community Survey's Commuter-Adjusted Daytime Population: Places. Geographic land area, expressed in square miles, was obtained from Los Angeles County Department of Public Works through the Los Angeles County GIS Data Portal and excludes national forest land.

Cost Formula

Figure 1 illustrates how the cost allocation method for a given Member would be calculated.

Figure 1. Cost Allocation Formula

Cost Allocation Formula Distributed by 50% Population/50% Geography for
LMR, LTE, LTE Hard Match, and Baseline Administrative Cost

Cost Formula

$$\begin{array}{|c|} \hline \text{Member LMR} \\ \hline \text{Cost} \\ \hline \end{array} + \begin{array}{|c|} \hline \text{Member LTE} \\ \hline \text{Cost} \\ \hline \text{(Operations plus} \\ \hline \text{Hard Match)} \\ \hline \end{array} + \begin{array}{|c|} \hline \text{Member} \\ \hline \text{Baseline} \\ \hline \text{Administrative} \\ \hline \text{Cost} \\ \hline \end{array} = \begin{array}{|c|} \hline \text{Total Member} \\ \hline \text{Cost} \\ \hline \end{array}$$

Member LMR Cost

$$\left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Population*} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Population} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) + \left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Square Miles*} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Square Miles} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) \times \text{LMR Operations Cost} = \text{Member LMR Operations Cost}$$

Member LTE Cost (Operations plus Hard Match)

$$\left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Population*} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Population} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) + \left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Square Miles*} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Square Miles} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) \times \text{LTE Operations Cost} = \text{Member LTE Operations Cost}$$

$$\left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Population*} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Population} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) + \left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Square Miles*} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Square Miles} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) \times \text{LTE Hard Match} = \text{Member Hard Match Cost}$$

Member Baseline Administrative Cost

$$\left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Population} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Population} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) + \left(\frac{\begin{array}{|c|} \hline \text{Member} \\ \hline \text{Square Miles} \\ \hline \end{array}}{\begin{array}{|c|} \hline \text{Total Square Miles} \\ \hline \text{of LA-RICS} \\ \hline \text{Members} \\ \hline \end{array}} \times 50\% \right) \times \text{JPA Operations} = \text{Member Baseline Admin Cost}$$

* LMR and LTE populations and square miles are adjusted to reflect a member's contractual status with the County.

Annual fee estimates by Member agency were developed for the LA-RICS LMR and LTE systems using the cost allocation process described above. Fee estimates are shown for LA-RICS members with their own independent police and/or fire services. Estimated fees for full contract cities are not calculated, as fees for full contract cities will be determined by each Member's contract terms with Los Angeles County. Full contract cities are as follows:

- | | | |
|---------------------------|-------------------------------|--------------------------------|
| •City of Agoura Hills | •City of Industry | •City of Paramount |
| •City of Artesia | •City of La Cañada Flintridge | •City of Pico Rivera |
| •City of Bellflower | •City of La Mirada | •City of Rancho Palos Verdes |
| •City of Bradbury | •City of La Puente | •City of Rolling Hills Estates |
| •City of Calabasas | •City of Lakewood | •City of Rosemead |
| •City of Carson | •City of Lancaster | •City of San Dimas |
| •City of Cerritos | •City of Lawndale | •City of Santa Clarita |
| •City of Commerce | •City of Lynwood | •City of South El Monte |
| •City of Duarte | •City of Maywood | •City of Temple City |
| •City of Hawaiian Gardens | •City of Norwalk | •City of Walnut |
| •City of Hidden Hills | •City of Palmdale | •City of Westlake Village |

For cities that receive service from the County for one service, either law enforcement or fire, the cost allocation formula accounts for one half (50%) of that city's population and geography to be attributed to the County or County Fire District, and the other half (50%) that remains with the city. This division provides a means to allocate costs where one service is provided by the County while the other service is provided directly by the city.

Mutual Aid Agreement Affiliates

Agencies that have formal mutual aid agreements with Authority Members may receive limited authorization to utilize the LA-RICS network as a result of the mutual aid agreement. Access to the LA-RICS system will be limited to those communications essential to and within the scope of such mutual aid operations.

Cash Flow

The LA-RICS Funding Plan provides a projection of cash flow of project expenses based on construction milestones and system operability, and the impact on Members' fees. Member fees are spread among each LA-RICS members as well as seven additional cities that are not members of LA-RICS but receive law enforcement and/or fire services from the County. These cities include City of Cudahy, City of Diamond Bar, City of La Habra, City of Lomita, City of Malibu, City of Rolling Hills, and City of West Hollywood. The cash flow required for the LMR System backbone is developed for the time period of FY 2017/18 through FY 2031/32, a 15-year period. The cash flow required for the LTE System backbone is developed separately for the time period

of FY 2015/16 through FY 2031/32, a 17-year period to match the end years with LMR. Cash flow is also provided separately for JPA operations as well as the LTE hard match. The cost allocation using the cash flow assumes participation by all JPA Members from system implementation.

Section 5. Data Monitoring and True-Up Period

The cost model, at least during the initial term, places an emphasis on population and geographical area data gathered from SCAG and the Census Bureau. At a future date, it may be necessary to revise these variables to align with actual use on the system. Since the system is not currently functioning, this information is not available. However, the Authority Board identified a need to establish a three-year period where the original assumptions and cost allocation formula would be revisited and if necessary revised to incorporate actual use data from the LARICS system in operation. If the variables for the model are changed, the new variables can be updated on a regular basis with data from the LTE and LMR systems that measures each agency's usage. It is anticipated that if this occurs, the variables used would be the number of radios on the system (LMR) and the number of data units on the system (LTE).

For this regular reporting process, a means to validate data submitted to the Authority Board could be conducted by an independent third party. The validation could include tracing the process by which the data is collected and reported by the jurisdiction and/or LA-RICS, reviewing internal and external reports generated by the jurisdiction, conducting field visits, and developing historic trends in the reported data. The validation should occur in regular intervals such as annually or biannually and implemented through various techniques including random validations and/or geographic-focused verification.

The data monitoring process would be applied to information generated by the Member agencies as well as by the LA-RICS communications provider should the provider have capability to track the variable data. A report of the findings would be developed for the LA-RICS Board by the independent third-party reviewer. An ongoing program of data verification is required as an assurance to all participants and the Authority that the cost shares are apportioned using representative data for each participating agency.

Funding Plan Population and Geography Data

LA-RICS
Funding Plan Cash Flow
June 2014

	Population	Adjusted Population*	Geography (Sq. Mi.)	Adjusted Geography (Sq. Mi.)*
City of Agoura Hills	20,413	0	7.82	0.00
City of Alhambra	83,661	83,661	7.63	7.63
City of Arcadia	56,546	56,546	11.11	11.11
City of Artesia	16,594	0	1.62	0.00
City of Avalon	3,780	1,890	2.89	1.44
City of Azusa	46,618	23,309	9.54	4.77
City of Baldwin Park	75,830	37,915	6.78	3.39
City of Bell	35,477	17,739	2.62	1.31
City of Bell Gardens	42,231	21,116	2.47	1.23
City of Bellflower	76,907	0	6.18	0.00
City of Beverly Hills	34,291	34,291	5.71	5.71
City of Bradbury	1,065	0	1.96	0.00
City of Burbank	104,427	104,427	17.34	17.34
City of Calabasas	23,683	0	13.76	0.00
City of Carson	91,828	0	18.94	0.00
City of Cerritos	49,223	0	8.85	0.00
City of Claremont	35,300	17,650	13.47	6.73
City of Commerce	12,871	0	6.55	0.00
City of Compton	97,058	48,529	10.10	5.05
City of Covina	48,038	24,019	7.04	3.52
City of Culver City	39,004	39,004	5.13	5.13
City of Downey	112,201	112,201	12.57	12.57
City of Duarte	21,411	0	3.70	0.00
City of El Monte	113,912	56,956	9.61	4.81
City of El Segundo	16,720	16,720	5.44	5.44
City of Gardena	59,124	29,562	5.86	2.93
City of Glendale	192,654	192,654	29.55	29.55
City of Glendora	50,361	25,181	14.67	7.33
City of Hawaiian Gardens	14,303	0	0.96	0.00
City of Hawthorne	85,047	42,524	6.08	3.04
City of Hermosa Beach	19,574	19,574	1.45	1.45
City of Hidden Hills	1,869	0	1.69	0.00
City of Huntington Park	58,329	29,165	3.01	1.51
City of Industry	38,453	0	12.04	0.00
City of Inglewood	110,623	55,312	9.10	4.55
City of Irwindale	1,416	708	9.63	4.82
City of La Canada Flintridge	20,335	0	8.26	0.00
City of La Habra Heights	5,352	2,676	6.16	3.08
City of La Mirada	48,697	0	7.85	0.00
City of La Puente	39,987	0	3.47	0.00
City of La Verne	31,461	31,461	7.90	7.90
City of Lakewood	80,378	0	9.45	0.00
City of Lancaster	157,826	0	94.51	0.00
City of Lawndale	32,887	0	1.97	0.00
City of Long Beach	464,662	464,662	51.67	51.67
City of Los Angeles	3,825,297	3,837,173	467.19	468.37
City of Lynwood	69,897	0	4.84	0.00
City of Manhattan Beach	35,239	35,239	3.92	3.92
City of Maywood	27,472	0	1.18	0.00

AGENDA ITEM F - ATTACHMENT

LA-RICS
Funding Plan Cash Flow
June 2014

	Population	Adjusted Population*	Geography (Sq. Mi.)	Adjusted Geography (Sq. Mi.)*
City of Monrovia	36,727	36,727	8.17	8.17
City of Montebello	62,857	62,857	8.37	8.37
City of Monterey Park	61,153	61,153	7.74	7.74
City of Norwalk	105,714	0	9.76	0.00
City of Palmdale	153,708	0	106.25	0.00
City of Palos Verdes Estates	13,516	6,758	4.77	2.39
City of Paramount	54,368	0	4.82	0.00
City of Pasadena	139,222	139,222	22.06	22.06
City of Pico Rivera	63,168	0	8.91	0.00
City of Pomona	149,950	74,975	22.97	11.49
City of Rancho Palos Verdes	41,897	0	13.48	0.00
City of Redondo Beach	67,007	67,007	6.21	6.21
City of Rolling Hills Estates	8,097	0	3.60	0.00
City of Rosemead	54,172	0	5.17	0.00
City of San Dimas	33,499	0	13.51	0.00
City of San Fernando	23,752	11,876	2.37	1.19
City of San Gabriel	39,926	39,926	4.13	4.13
City of San Marino	13,195	13,195	3.77	3.77
City of Santa Clarita	177,445	0	61.20	0.00
City of Santa Fe Springs	16,516	16,516	8.88	8.88
City of Santa Monica	90,223	90,223	8.51	8.51
City of Sierra Madre	10,963	10,963	2.96	2.96
City of Signal Hill	11,129	5,565	2.20	1.10
City of South El Monte	20,190	0	2.85	0.00
City of South Gate	94,328	47,164	7.35	3.68
City of South Pasadena	25,725	25,725	3.41	3.41
City of Temple City	35,749	0	4.03	0.00
City of Torrance	146,115	146,115	20.56	20.56
City of Vernon	33,618	33,618	5.15	5.15
City of Walnut	29,661	0	8.98	0.00
City of West Covina	106,713	106,713	16.07	16.07
City of Westlake Village	8,300	0	5.50	0.00
City of Whittier	85,654	42,827	14.66	7.33
County of Los Angeles	1,062,073	3,496,383	1,569.36	2,164.80
Inglewood Unified School District**	4,688	4,688	0.03	0.03
Los Angeles Unified School District**	240,000	240,000	2.68	2.68
UCLA**	15,811	15,811	0.33	0.33
NON-MEMBER CITIES				
City of Cudahy	25,879	0	1.23	0.00
City of Diamond Bar	60,360	0	14.88	0.00
City of La Habra**	30,181	0	3.69	0.00
City of Lomita	21,056	0	1.92	0.00
City of Malibu	13,700	0	19.69	0.00
City of Rolling Hills	1,967	0	2.99	0.00
City of West Hollywood	37,563	0	1.90	0.00
Total	10,257,867	10,257,867	3,008	3,008

*Adjustments to account for contract city status.

**Population and geography is at 50% to account for law enforcement or fire only.

AGENDA ITEM F - ATTACHMENT

Annual Member Contributions

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2014/2015		FY 2015/16			
Members	JPA Operations	JPA Operations	LMR	LTE	Total	
City of Agoura Hills	\$ 2,329	\$ 2,376	\$ -	\$ -	\$ 2,376	
City of Alhambra	\$ 5,438	\$ 5,546	\$ -	\$ 14,167	\$ 19,713	
City of Arcadia	\$ 4,677	\$ 4,771	\$ -	\$ 12,196	\$ 16,967	
City of Artesia	\$ 1,097	\$ 1,119	\$ -	\$ -	\$ 1,119	
City of Avalon	\$ 673	\$ 687	\$ -	\$ 880	\$ 1,567	
City of Azusa	\$ 3,920	\$ 3,999	\$ -	\$ 5,112	\$ 9,111	
City of Baldwin Park	\$ 4,905	\$ 5,003	\$ -	\$ 6,389	\$ 11,392	
City of Bell	\$ 2,202	\$ 2,246	\$ -	\$ 2,868	\$ 5,114	
City of Bell Gardens	\$ 2,511	\$ 2,561	\$ -	\$ 3,270	\$ 5,832	
City of Bellflower	\$ 4,858	\$ 4,955	\$ -	\$ -	\$ 4,955	
City of Beverly Hills	\$ 2,664	\$ 2,717	\$ -	\$ 6,945	\$ 9,663	
City of Bradbury	\$ 383	\$ 391	\$ -	\$ -	\$ 391	
City of Burbank	\$ 8,103	\$ 8,265	\$ -	\$ 21,127	\$ 29,392	
City of Calabasas	\$ 3,492	\$ 3,562	\$ -	\$ -	\$ 3,562	
City of Carson	\$ 7,746	\$ 7,901	\$ -	\$ -	\$ 7,901	
City of Cerritos	\$ 3,934	\$ 4,012	\$ -	\$ -	\$ 4,012	
City of Claremont	\$ 4,020	\$ 4,100	\$ -	\$ 5,246	\$ 9,346	
City of Commerce	\$ 1,742	\$ 1,777	\$ -	\$ -	\$ 1,777	
City of Compton	\$ 6,518	\$ 6,648	\$ -	\$ 8,492	\$ 15,140	
City of Covina	\$ 3,570	\$ 3,642	\$ -	\$ 4,653	\$ 8,295	
City of Culver City	\$ 2,801	\$ 2,857	\$ -	\$ 7,299	\$ 10,156	
City of Downey	\$ 7,685	\$ 7,839	\$ -	\$ 20,027	\$ 27,866	
City of Duarte	\$ 1,686	\$ 1,719	\$ -	\$ -	\$ 1,719	
City of El Monte	\$ 7,273	\$ 7,418	\$ -	\$ 9,474	\$ 16,892	
City of El Segundo	\$ 1,746	\$ 1,781	\$ -	\$ 4,555	\$ 6,336	
City of Gardena	\$ 3,921	\$ 3,999	\$ -	\$ 5,108	\$ 9,107	
City of Glendale	\$ 14,537	\$ 14,828	\$ -	\$ 37,897	\$ 52,725	
City of Glendora	\$ 4,969	\$ 5,068	\$ -	\$ 6,482	\$ 11,550	
City of Hawaiian Gardens	\$ 871	\$ 888	\$ -	\$ -	\$ 888	
City of Hawthorne	\$ 5,246	\$ 5,350	\$ -	\$ 6,832	\$ 12,182	
City of Hermosa Beach	\$ 1,216	\$ 1,241	\$ -	\$ 3,169	\$ 4,409	
City of Hidden Hills	\$ 377	\$ 384	\$ -	\$ -	\$ 384	
City of Huntington Park	\$ 3,403	\$ 3,471	\$ -	\$ 4,431	\$ 7,901	
City of Industry	\$ 2,049	\$ 2,090	\$ -	\$ -	\$ 2,090	
City of Inglewood	\$ 7,023	\$ 7,163	\$ -	\$ 9,148	\$ 16,311	
City of Irwindale	\$ 1,692	\$ 1,726	\$ -	\$ 2,213	\$ 3,938	
City of La Canada Flintridge	\$ 2,399	\$ 2,447	\$ -	\$ -	\$ 2,447	
City of La Habra Heights	\$ 1,303	\$ 1,329	\$ -	\$ 1,702	\$ 3,031	
City of La Mirada	\$ 3,738	\$ 3,813	\$ -	\$ -	\$ 3,813	
City of La Puente	\$ 2,570	\$ 2,621	\$ -	\$ -	\$ 2,621	
City of La Verne	\$ 2,892	\$ 2,949	\$ -	\$ 7,543	\$ 10,492	
City of Lakewood	\$ 5,581	\$ 5,693	\$ -	\$ -	\$ 5,693	
City of Lancaster	\$ 23,743	\$ 24,218	\$ -	\$ -	\$ 24,218	
City of Lawndale	\$ 1,964	\$ 2,003	\$ -	\$ -	\$ 2,003	
City of Long Beach	\$ 31,763	\$ 32,398	\$ -	\$ 82,772	\$ 115,170	

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2014/2015		FY 2015/16		
Members	JPA Operations	JPA Operations	LMR	LTE	Total
City of Los Angeles	\$ 268,526	\$ 273,897	\$ -	\$ 701,893	\$975,789
City of Lynwood	\$ 4,285	\$ 4,370	\$ -	\$ -	\$4,370
City of Manhattan Beach	\$ 2,410	\$ 2,458	\$ -	\$ 6,280	\$8,738
City of Maywood	\$ 1,562	\$ 1,593	\$ -	\$ -	\$1,593
City of Monrovia	\$ 3,198	\$ 3,262	\$ -	\$ 8,341	\$11,603
City of Montebello	\$ 4,529	\$ 4,620	\$ -	\$ 11,805	\$16,424
City of Monterey Park	\$ 4,338	\$ 4,425	\$ -	\$ 11,306	\$15,731
City of Norwalk	\$ 6,890	\$ 7,028	\$ -	\$ -	\$7,028
City of Palmdale	\$ 25,515	\$ 26,025	\$ -	\$ -	\$26,025
City of Palos Verdes Estates	\$ 1,475	\$ 1,504	\$ -	\$ 1,924	\$3,429
City of Paramount	\$ 3,510	\$ 3,580	\$ -	\$ -	\$3,580
City of Pasadena	\$ 10,625	\$ 10,837	\$ -	\$ 27,699	\$38,537
City of Pico Rivera	\$ 4,635	\$ 4,728	\$ -	\$ -	\$4,728
City of Pomona	\$ 11,310	\$ 11,537	\$ -	\$ 14,742	\$26,279
City of Ranchos Palos Verdes	\$ 4,349	\$ 4,436	\$ -	\$ -	\$4,436
City of Redondo Beach	\$ 4,372	\$ 4,459	\$ -	\$ 11,391	\$15,850
City of Rolling Hills Estates	\$ 1,007	\$ 1,027	\$ -	\$ -	\$1,027
City of Rosemead	\$ 3,560	\$ 3,631	\$ -	\$ -	\$3,631
City of San Dimas	\$ 3,937	\$ 4,016	\$ -	\$ -	\$4,016
City of San Fernando	\$ 1,578	\$ 1,610	\$ -	\$ 2,056	\$3,666
City of San Gabriel	\$ 2,678	\$ 2,731	\$ -	\$ 6,977	\$9,708
City of San Marino	\$ 1,289	\$ 1,315	\$ -	\$ 3,363	\$4,678
City of Santa Clarita	\$ 19,110	\$ 19,492	\$ -	\$ -	\$19,492
City of Santa Fe Springs	\$ 2,314	\$ 2,360	\$ -	\$ 6,043	\$8,403
City of Santa Monica	\$ 5,911	\$ 6,029	\$ -	\$ 15,400	\$21,429
City of Sierra Madre	\$ 1,042	\$ 1,063	\$ -	\$ 2,718	\$3,781
City of Signal Hill	\$ 923	\$ 941	\$ -	\$ 1,203	\$2,144
City of South El Monte	\$ 1,482	\$ 1,512	\$ -	\$ -	\$1,512
City of South Gate	\$ 5,920	\$ 6,038	\$ -	\$ 7,711	\$13,749
City of South Pasadena	\$ 1,852	\$ 1,889	\$ -	\$ 4,827	\$6,716
City of Temple City	\$ 2,452	\$ 2,501	\$ -	\$ -	\$2,501
City of Torrance	\$ 10,713	\$ 10,928	\$ -	\$ 27,926	\$38,854
City of Vernon	\$ 873	\$ 891	\$ -	\$ 6,611	\$7,502
City of Walnut	\$ 2,984	\$ 3,044	\$ -	\$ -	\$3,044
City of West Covina	\$ 8,001	\$ 8,161	\$ -	\$ 20,859	\$29,020
City of Westlake Village	\$ 1,338	\$ 1,365	\$ -	\$ -	\$1,365
City of Whittier	\$ 6,720	\$ 6,854	\$ -	\$ 8,760	\$15,614
County of Los Angeles	\$ 316,904	\$ 323,242	\$ -	\$ 1,405,013	\$1,728,255
Inglewood Unified School District	\$ 238	\$ 242	\$ -	\$ 619	\$861
Los Angeles Unified School District	\$ 12,363	\$ 12,611	\$ -	\$ 32,177	\$44,787
UCLA	\$ 1,625	\$ 1,657	\$ -	\$ 2,186	\$3,844
NON-MEMBER CITIES					
City of Cudahy	\$ 1,492	\$ 1,521	\$ -	\$ -	\$1,521
City of Diamond Bar	\$ 5,501	\$ 5,611	\$ -	\$ -	\$5,611
City of La Habra	\$ 2,118	\$ 2,161	\$ -	\$ -	\$2,161
City of Lomita	\$ 1,368	\$ 1,396	\$ -	\$ -	\$1,396
City of Malibu	\$ 3,995	\$ 4,075	\$ -	\$ -	\$4,075
City of Rolling Hills	\$ 601	\$ 613	\$ -	\$ -	\$613
City of West Hollywood	\$ 2,184	\$ 2,228	\$ -	\$ -	\$2,228
Total	\$ 1,012,829	\$ 1,033,086	\$ -	\$ 2,649,827	\$3,682,912

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2016/17				FY 2017/18			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
	Members							
City of Agoura Hills	\$ 2,423	\$ -	\$ -	\$2,423	\$ 2,472	\$ -	\$ -	\$2,472
City of Alhambra	\$ 5,657	\$ -	\$ 49,936	\$55,593	\$ 5,770	\$ 4,310	\$ 51,139	\$61,219
City of Arcadia	\$ 4,866	\$ -	\$ 42,990	\$47,856	\$ 4,963	\$ 3,710	\$ 44,025	\$52,699
City of Artesia	\$ 1,141	\$ -	\$ -	\$1,141	\$ 1,164	\$ -	\$ -	\$1,164
City of Avalon	\$ 701	\$ -	\$ 3,101	\$3,801	\$ 715	\$ 268	\$ 3,175	\$4,158
City of Azusa	\$ 4,079	\$ -	\$ 18,019	\$22,098	\$ 4,160	\$ 1,555	\$ 18,453	\$24,169
City of Baldwin Park	\$ 5,103	\$ -	\$ 22,521	\$27,624	\$ 5,205	\$ 1,944	\$ 23,064	\$30,212
City of Bell	\$ 2,291	\$ -	\$ 10,109	\$12,400	\$ 2,337	\$ 873	\$ 10,353	\$13,562
City of Bell Gardens	\$ 2,613	\$ -	\$ 11,527	\$14,139	\$ 2,665	\$ 995	\$ 11,804	\$15,464
City of Bellflower	\$ 5,055	\$ -	\$ -	\$5,055	\$ 5,156	\$ -	\$ -	\$5,156
City of Beverly Hills	\$ 2,772	\$ -	\$ 24,481	\$27,253	\$ 2,827	\$ 2,113	\$ 25,071	\$30,011
City of Bradbury	\$ 398	\$ -	\$ -	\$398	\$ 406	\$ -	\$ -	\$406
City of Burbank	\$ 8,431	\$ -	\$ 74,468	\$82,898	\$ 8,599	\$ 6,427	\$ 76,261	\$91,287
City of Calabasas	\$ 3,633	\$ -	\$ -	\$3,633	\$ 3,706	\$ -	\$ -	\$3,706
City of Carson	\$ 8,059	\$ -	\$ -	\$8,059	\$ 8,221	\$ -	\$ -	\$8,221
City of Cerritos	\$ 4,092	\$ -	\$ -	\$4,092	\$ 4,174	\$ -	\$ -	\$4,174
City of Claremont	\$ 4,182	\$ -	\$ 18,491	\$22,673	\$ 4,266	\$ 1,596	\$ 18,936	\$24,798
City of Commerce	\$ 1,813	\$ -	\$ -	\$1,813	\$ 1,849	\$ -	\$ -	\$1,849
City of Compton	\$ 6,781	\$ -	\$ 29,933	\$36,714	\$ 6,917	\$ 2,583	\$ 30,654	\$40,154
City of Covina	\$ 3,714	\$ -	\$ 16,402	\$20,117	\$ 3,789	\$ 1,416	\$ 16,797	\$22,002
City of Culver City	\$ 2,914	\$ -	\$ 25,729	\$28,643	\$ 2,972	\$ 2,221	\$ 26,349	\$31,541
City of Downey	\$ 7,996	\$ -	\$ 70,593	\$78,588	\$ 8,156	\$ 6,093	\$ 72,293	\$86,541
City of Duarte	\$ 1,754	\$ -	\$ -	\$1,754	\$ 1,789	\$ -	\$ -	\$1,789
City of El Monte	\$ 7,567	\$ -	\$ 33,393	\$40,959	\$ 7,718	\$ 2,882	\$ 34,197	\$44,797
City of El Segundo	\$ 1,816	\$ -	\$ 16,057	\$17,873	\$ 1,853	\$ 1,386	\$ 16,444	\$19,682
City of Gardena	\$ 4,079	\$ -	\$ 18,004	\$22,083	\$ 4,161	\$ 1,554	\$ 18,438	\$24,152
City of Glendale	\$ 15,124	\$ -	\$ 133,580	\$148,705	\$ 15,427	\$ 11,529	\$ 136,797	\$163,753
City of Glendora	\$ 5,170	\$ -	\$ 22,848	\$28,018	\$ 5,273	\$ 1,972	\$ 23,398	\$30,643
City of Hawaiian Gardens	\$ 906	\$ -	\$ -	\$906	\$ 924	\$ -	\$ -	\$924
City of Hawthorne	\$ 5,457	\$ -	\$ 24,081	\$29,539	\$ 5,567	\$ 2,078	\$ 24,661	\$32,306
City of Hermosa Beach	\$ 1,266	\$ -	\$ 11,169	\$12,434	\$ 1,291	\$ 964	\$ 11,438	\$13,692
City of Hidden Hills	\$ 392	\$ -	\$ -	\$392	\$ 400	\$ -	\$ -	\$400
City of Huntington Park	\$ 3,540	\$ -	\$ 15,617	\$19,157	\$ 3,611	\$ 1,348	\$ 15,993	\$20,952
City of Industry	\$ 2,131	\$ -	\$ -	\$2,131	\$ 2,174	\$ -	\$ -	\$2,174
City of Inglewood	\$ 7,307	\$ -	\$ 32,244	\$39,551	\$ 7,453	\$ 2,783	\$ 33,021	\$43,256
City of Irwindale	\$ 1,760	\$ -	\$ 7,800	\$9,560	\$ 1,795	\$ 673	\$ 7,987	\$10,456
City of La Canada Flintridge	\$ 2,496	\$ -	\$ -	\$2,496	\$ 2,546	\$ -	\$ -	\$2,546
City of La Habra Heights	\$ 1,355	\$ -	\$ 5,999	\$7,354	\$ 1,382	\$ 518	\$ 6,144	\$8,044
City of La Mirada	\$ 3,889	\$ -	\$ -	\$3,889	\$ 3,967	\$ -	\$ -	\$3,967
City of La Puente	\$ 2,674	\$ -	\$ -	\$2,674	\$ 2,727	\$ -	\$ -	\$2,727
City of La Verne	\$ 3,008	\$ -	\$ 26,588	\$29,596	\$ 3,069	\$ 2,295	\$ 27,228	\$32,591
City of Lakewood	\$ 5,807	\$ -	\$ -	\$5,807	\$ 5,923	\$ -	\$ -	\$5,923
City of Lancaster	\$ 24,702	\$ -	\$ -	\$24,702	\$ 25,196	\$ -	\$ -	\$25,196
City of Lawndale	\$ 2,043	\$ -	\$ -	\$2,043	\$ 2,084	\$ -	\$ -	\$2,084
City of Long Beach	\$ 33,046	\$ -	\$ 291,758	\$324,804	\$ 33,707	\$ 25,181	\$ 298,784	\$357,671

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2016/17				FY 2017/18			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 279,374	\$ -	\$ 2,474,053	\$2,753,427	\$ 284,962	\$ 213,526	\$ 2,533,632	\$3,032,120
City of Lynwood	\$ 4,458	\$ -	\$ -	\$4,458	\$ 4,547	\$ -	\$ -	\$4,547
City of Manhattan Beach	\$ 2,507	\$ -	\$ 22,136	\$24,643	\$ 2,557	\$ 1,910	\$ 22,669	\$27,137
City of Maywood	\$ 1,625	\$ -	\$ -	\$1,625	\$ 1,658	\$ -	\$ -	\$1,658
City of Monrovia	\$ 3,327	\$ -	\$ 29,401	\$32,728	\$ 3,394	\$ 2,537	\$ 30,109	\$36,040
City of Montebello	\$ 4,712	\$ -	\$ 41,609	\$46,321	\$ 4,806	\$ 3,591	\$ 42,611	\$51,008
City of Monterey Park	\$ 4,513	\$ -	\$ 39,852	\$44,365	\$ 4,603	\$ 3,439	\$ 40,812	\$48,855
City of Norwalk	\$ 7,168	\$ -	\$ -	\$7,168	\$ 7,312	\$ -	\$ -	\$7,312
City of Palmdale	\$ 26,546	\$ -	\$ -	\$26,546	\$ 27,077	\$ -	\$ -	\$27,077
City of Palos Verdes Estates	\$ 1,534	\$ -	\$ 6,783	\$8,317	\$ 1,565	\$ 585	\$ 6,946	\$9,097
City of Paramount	\$ 3,652	\$ -	\$ -	\$3,652	\$ 3,725	\$ -	\$ -	\$3,725
City of Pasadena	\$ 11,054	\$ -	\$ 97,635	\$108,689	\$ 11,275	\$ 8,427	\$ 99,986	\$119,688
City of Pico Rivera	\$ 4,822	\$ -	\$ -	\$4,822	\$ 4,919	\$ -	\$ -	\$4,919
City of Pomona	\$ 11,767	\$ -	\$ 51,965	\$63,732	\$ 12,003	\$ 4,485	\$ 53,216	\$69,704
City of Ranchos Palos Verdes	\$ 4,525	\$ -	\$ -	\$4,525	\$ 4,615	\$ -	\$ -	\$4,615
City of Redondo Beach	\$ 4,549	\$ -	\$ 40,151	\$44,699	\$ 4,640	\$ 3,465	\$ 41,118	\$49,223
City of Rolling Hills Estates	\$ 1,048	\$ -	\$ -	\$1,048	\$ 1,069	\$ -	\$ -	\$1,069
City of Rosemead	\$ 3,704	\$ -	\$ -	\$3,704	\$ 3,778	\$ -	\$ -	\$3,778
City of San Dimas	\$ 4,096	\$ -	\$ -	\$4,096	\$ 4,178	\$ -	\$ -	\$4,178
City of San Fernando	\$ 1,642	\$ -	\$ 7,247	\$8,889	\$ 1,675	\$ 626	\$ 7,422	\$9,722
City of San Gabriel	\$ 2,786	\$ -	\$ 24,594	\$27,379	\$ 2,842	\$ 2,123	\$ 25,186	\$30,150
City of San Marino	\$ 1,341	\$ -	\$ 11,855	\$13,196	\$ 1,368	\$ 1,023	\$ 12,140	\$14,531
City of Santa Clarita	\$ 19,882	\$ -	\$ -	\$19,882	\$ 20,279	\$ -	\$ -	\$20,279
City of Santa Fe Springs	\$ 2,408	\$ -	\$ 21,299	\$23,707	\$ 2,456	\$ 1,838	\$ 21,812	\$26,106
City of Santa Monica	\$ 6,149	\$ -	\$ 54,283	\$60,432	\$ 6,272	\$ 4,685	\$ 55,590	\$66,547
City of Sierra Madre	\$ 1,084	\$ -	\$ 9,582	\$10,666	\$ 1,106	\$ 827	\$ 9,813	\$11,746
City of Signal Hill	\$ 960	\$ -	\$ 4,240	\$5,200	\$ 979	\$ 366	\$ 4,342	\$5,687
City of South El Monte	\$ 1,542	\$ -	\$ -	\$1,542	\$ 1,573	\$ -	\$ -	\$1,573
City of South Gate	\$ 6,159	\$ -	\$ 27,179	\$33,338	\$ 6,282	\$ 2,346	\$ 27,834	\$36,462
City of South Pasadena	\$ 1,927	\$ -	\$ 17,013	\$18,940	\$ 1,965	\$ 1,468	\$ 17,423	\$20,856
City of Temple City	\$ 2,551	\$ -	\$ -	\$2,551	\$ 2,602	\$ -	\$ -	\$2,602
City of Torrance	\$ 11,146	\$ -	\$ 98,434	\$109,581	\$ 11,369	\$ 8,496	\$ 100,805	\$120,670
City of Vernon	\$ 908	\$ -	\$ 23,302	\$24,211	\$ 927	\$ 2,011	\$ 23,863	\$26,801
City of Walnut	\$ 3,105	\$ -	\$ -	\$3,105	\$ 3,167	\$ -	\$ -	\$3,167
City of West Covina	\$ 8,325	\$ -	\$ 73,523	\$81,848	\$ 8,491	\$ 6,346	\$ 75,294	\$90,130
City of Westlake Village	\$ 1,392	\$ -	\$ -	\$1,392	\$ 1,420	\$ -	\$ -	\$1,420
City of Whittier	\$ 6,991	\$ -	\$ 30,877	\$37,868	\$ 7,131	\$ 2,665	\$ 31,621	\$41,417
County of Los Angeles	\$ 329,707	\$ -	\$ 4,952,433	\$5,282,140	\$ 336,301	\$ 427,426	\$ 5,071,695	\$5,835,421
Inglewood Unified School District	\$ 247	\$ -	\$ 2,181	\$2,428	\$ 252	\$ 188	\$ 2,233	\$2,674
Los Angeles Unified School District	\$ 12,863	\$ -	\$ 113,417	\$126,280	\$ 13,120	\$ 9,789	\$ 116,149	\$139,057
UCLA	\$ 1,690	\$ -	\$ 7,706	\$9,397	\$ 1,724	\$ 665	\$ 7,892	\$10,281
NON-MEMBER CITIES								
City of Cudahy	\$ 1,552	\$ -	\$ -	\$1,552	\$ 1,583	\$ -	\$ -	\$1,583
City of Diamond Bar	\$ 5,723	\$ -	\$ -	\$5,723	\$ 5,838	\$ -	\$ -	\$5,838
City of La Habra	\$ 2,204	\$ -	\$ -	\$2,204	\$ 2,248	\$ -	\$ -	\$2,248
City of Lomita	\$ 1,424	\$ -	\$ -	\$1,424	\$ 1,452	\$ -	\$ -	\$1,452
City of Malibu	\$ 4,156	\$ -	\$ -	\$4,156	\$ 4,239	\$ -	\$ -	\$4,239
City of Rolling Hills	\$ 625	\$ -	\$ -	\$625	\$ 638	\$ -	\$ -	\$638
City of West Hollywood	\$ 2,273	\$ -	\$ -	\$2,273	\$ 2,318	\$ -	\$ -	\$2,318
Total	\$ 1,053,747	\$ -	\$ 9,340,190	\$10,393,937	\$ 1,074,822	\$ 806,117	\$ 9,565,115	\$ 11,446,054

AGENDA ITEM F - ATTACHMENT

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2018/19				FY 2019/20			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Agoura Hills	\$ 2,521	\$ -	\$ -	\$2,521	\$ 2,572	\$ -	\$ -	\$2,572
City of Alhambra	\$ 5,886	\$ 25,841	\$ 52,195	\$83,922	\$ 6,003	\$ 25,358	\$ 55,198	\$86,560
City of Arcadia	\$ 5,063	\$ 22,246	\$ 44,935	\$72,244	\$ 5,164	\$ 21,831	\$ 47,520	\$74,515
City of Artesia	\$ 1,187	\$ -	\$ -	\$1,187	\$ 1,211	\$ -	\$ -	\$1,211
City of Avalon	\$ 729	\$ 1,605	\$ 3,241	\$5,574	\$ 744	\$ 1,575	\$ 3,427	\$5,745
City of Azusa	\$ 4,244	\$ 9,324	\$ 18,834	\$32,402	\$ 4,328	\$ 9,150	\$ 19,918	\$33,397
City of Baldwin Park	\$ 5,309	\$ 11,654	\$ 23,540	\$40,503	\$ 5,415	\$ 11,437	\$ 24,894	\$41,746
City of Bell	\$ 2,384	\$ 5,231	\$ 10,567	\$18,182	\$ 2,431	\$ 5,134	\$ 11,175	\$18,740
City of Bell Gardens	\$ 2,718	\$ 5,965	\$ 12,048	\$20,731	\$ 2,773	\$ 5,853	\$ 12,741	\$21,367
City of Bellflower	\$ 5,259	\$ -	\$ -	\$5,259	\$ 5,364	\$ -	\$ -	\$5,364
City of Beverly Hills	\$ 2,884	\$ 12,669	\$ 25,589	\$41,141	\$ 2,941	\$ 12,432	\$ 27,061	\$42,434
City of Bradbury	\$ 415	\$ -	\$ -	\$415	\$ 423	\$ -	\$ -	\$423
City of Burbank	\$ 8,771	\$ 38,535	\$ 77,836	\$125,143	\$ 8,947	\$ 37,816	\$ 82,314	\$129,077
City of Calabasas	\$ 3,780	\$ -	\$ -	\$3,780	\$ 3,855	\$ -	\$ -	\$3,855
City of Carson	\$ 8,385	\$ -	\$ -	\$8,385	\$ 8,553	\$ -	\$ -	\$8,553
City of Cerritos	\$ 4,258	\$ -	\$ -	\$4,258	\$ 4,343	\$ -	\$ -	\$4,343
City of Claremont	\$ 4,351	\$ 9,569	\$ 19,327	\$33,247	\$ 4,438	\$ 9,390	\$ 20,439	\$34,267
City of Commerce	\$ 1,886	\$ -	\$ -	\$1,886	\$ 1,924	\$ -	\$ -	\$1,924
City of Compton	\$ 7,055	\$ 15,490	\$ 31,287	\$53,832	\$ 7,196	\$ 15,200	\$ 33,087	\$55,484
City of Covina	\$ 3,865	\$ 8,488	\$ 17,144	\$29,497	\$ 3,942	\$ 8,329	\$ 18,131	\$30,402
City of Culver City	\$ 3,031	\$ 13,314	\$ 26,893	\$43,238	\$ 3,092	\$ 13,065	\$ 28,440	\$44,598
City of Downey	\$ 8,319	\$ 36,530	\$ 73,786	\$118,635	\$ 8,485	\$ 35,848	\$ 78,031	\$122,364
City of Duarte	\$ 1,825	\$ -	\$ -	\$1,825	\$ 1,861	\$ -	\$ -	\$1,861
City of El Monte	\$ 7,872	\$ 17,280	\$ 34,903	\$60,056	\$ 8,030	\$ 16,957	\$ 36,911	\$61,899
City of El Segundo	\$ 1,890	\$ 8,309	\$ 16,783	\$26,982	\$ 1,927	\$ 8,154	\$ 17,749	\$27,830
City of Gardena	\$ 4,244	\$ 9,317	\$ 18,819	\$32,379	\$ 4,329	\$ 9,143	\$ 19,901	\$33,373
City of Glendale	\$ 15,735	\$ 69,125	\$ 139,624	\$224,484	\$ 16,050	\$ 67,834	\$ 147,656	\$231,540
City of Glendora	\$ 5,378	\$ 11,823	\$ 23,882	\$41,084	\$ 5,486	\$ 11,603	\$ 25,256	\$42,344
City of Hawaiian Gardens	\$ 943	\$ -	\$ -	\$943	\$ 961	\$ -	\$ -	\$961
City of Hawthorne	\$ 5,678	\$ 12,461	\$ 25,171	\$43,310	\$ 5,791	\$ 12,229	\$ 26,619	\$44,639
City of Hermosa Beach	\$ 1,317	\$ 5,779	\$ 11,674	\$18,770	\$ 1,343	\$ 5,672	\$ 12,345	\$19,360
City of Hidden Hills	\$ 408	\$ -	\$ -	\$408	\$ 416	\$ -	\$ -	\$416
City of Huntington Park	\$ 3,683	\$ 8,082	\$ 16,324	\$28,089	\$ 3,757	\$ 7,931	\$ 17,263	\$28,950
City of Industry	\$ 2,217	\$ -	\$ -	\$2,217	\$ 2,262	\$ -	\$ -	\$2,262
City of Inglewood	\$ 7,602	\$ 16,686	\$ 33,703	\$57,991	\$ 7,754	\$ 16,374	\$ 35,642	\$59,770
City of Irwindale	\$ 1,831	\$ 4,036	\$ 8,152	\$14,020	\$ 1,868	\$ 3,961	\$ 8,621	\$14,450
City of La Canada Flintridge	\$ 2,597	\$ -	\$ -	\$2,597	\$ 2,649	\$ -	\$ -	\$2,649
City of La Habra Heights	\$ 1,410	\$ 3,105	\$ 6,271	\$10,785	\$ 1,438	\$ 3,047	\$ 6,631	\$11,116
City of La Mirada	\$ 4,047	\$ -	\$ -	\$4,047	\$ 4,128	\$ -	\$ -	\$4,128
City of La Puente	\$ 2,782	\$ -	\$ -	\$2,782	\$ 2,837	\$ -	\$ -	\$2,837
City of La Verne	\$ 3,130	\$ 13,759	\$ 27,791	\$44,679	\$ 3,193	\$ 13,502	\$ 29,389	\$46,083
City of Lakewood	\$ 6,041	\$ -	\$ -	\$6,041	\$ 6,162	\$ -	\$ -	\$6,162
City of Lancaster	\$ 25,700	\$ -	\$ -	\$25,700	\$ 26,214	\$ -	\$ -	\$26,214
City of Lawndale	\$ 2,126	\$ -	\$ -	\$2,126	\$ 2,168	\$ -	\$ -	\$2,168
City of Long Beach	\$ 34,381	\$ 150,978	\$ 304,957	\$490,316	\$ 35,069	\$ 148,159	\$ 322,501	\$505,728

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2018/19				FY 2019/20			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 290,661	\$ 1,280,264	\$ 2,585,981	\$4,156,906	\$ 296,474	\$ 1,256,358	\$ 2,734,752	\$4,287,585
City of Lynwood	\$ 4,638	\$ -	\$ -	\$4,638	\$ 4,731	\$ -	\$ -	\$4,731
City of Manhattan Beach	\$ 2,609	\$ 11,455	\$ 23,138	\$37,201	\$ 2,661	\$ 11,241	\$ 24,469	\$38,370
City of Maywood	\$ 1,691	\$ -	\$ -	\$1,691	\$ 1,725	\$ -	\$ -	\$1,725
City of Monrovia	\$ 3,462	\$ 15,214	\$ 30,731	\$49,407	\$ 3,531	\$ 14,930	\$ 32,499	\$50,960
City of Montebello	\$ 4,902	\$ 21,532	\$ 43,492	\$69,926	\$ 5,000	\$ 21,130	\$ 45,994	\$72,124
City of Monterey Park	\$ 4,696	\$ 20,623	\$ 41,655	\$66,973	\$ 4,789	\$ 20,238	\$ 44,052	\$69,079
City of Norwalk	\$ 7,458	\$ -	\$ -	\$7,458	\$ 7,607	\$ -	\$ -	\$7,607
City of Palmdale	\$ 27,618	\$ -	\$ -	\$27,618	\$ 28,171	\$ -	\$ -	\$28,171
City of Palos Verdes Estates	\$ 1,596	\$ 3,510	\$ 7,090	\$12,196	\$ 1,628	\$ 3,444	\$ 7,498	\$12,570
City of Paramount	\$ 3,800	\$ -	\$ -	\$3,800	\$ 3,876	\$ -	\$ -	\$3,876
City of Pasadena	\$ 11,501	\$ 50,524	\$ 102,052	\$164,077	\$ 11,731	\$ 49,580	\$ 107,923	\$169,234
City of Pico Rivera	\$ 5,017	\$ -	\$ -	\$5,017	\$ 5,117	\$ -	\$ -	\$5,117
City of Pomona	\$ 12,243	\$ 26,891	\$ 54,316	\$93,449	\$ 12,487	\$ 26,388	\$ 57,440	\$96,316
City of Ranchos Palos Verdes	\$ 4,707	\$ -	\$ -	\$4,707	\$ 4,802	\$ -	\$ -	\$4,802
City of Redondo Beach	\$ 4,732	\$ 20,777	\$ 41,967	\$67,477	\$ 4,827	\$ 20,389	\$ 44,382	\$69,598
City of Rolling Hills Estates	\$ 1,090	\$ -	\$ -	\$1,090	\$ 1,112	\$ -	\$ -	\$1,112
City of Rosemead	\$ 3,853	\$ -	\$ -	\$3,853	\$ 3,930	\$ -	\$ -	\$3,930
City of San Dimas	\$ 4,262	\$ -	\$ -	\$4,262	\$ 4,347	\$ -	\$ -	\$4,347
City of San Fernando	\$ 1,708	\$ 3,750	\$ 7,575	\$13,034	\$ 1,742	\$ 3,680	\$ 8,011	\$13,434
City of San Gabriel	\$ 2,898	\$ 12,727	\$ 25,706	\$41,331	\$ 2,956	\$ 12,489	\$ 27,185	\$42,630
City of San Marino	\$ 1,395	\$ 6,135	\$ 12,391	\$19,921	\$ 1,423	\$ 6,020	\$ 13,104	\$20,547
City of Santa Clarita	\$ 20,685	\$ -	\$ -	\$20,685	\$ 21,099	\$ -	\$ -	\$21,099
City of Santa Fe Springs	\$ 2,505	\$ 11,022	\$ 22,263	\$35,790	\$ 2,555	\$ 10,816	\$ 23,544	\$36,915
City of Santa Monica	\$ 6,398	\$ 28,090	\$ 56,738	\$91,226	\$ 6,526	\$ 27,565	\$ 60,003	\$94,094
City of Sierra Madre	\$ 1,128	\$ 4,959	\$ 10,016	\$16,102	\$ 1,150	\$ 4,866	\$ 10,592	\$16,608
City of Signal Hill	\$ 999	\$ 2,194	\$ 4,432	\$7,624	\$ 1,019	\$ 2,153	\$ 4,687	\$7,858
City of South El Monte	\$ 1,604	\$ -	\$ -	\$1,604	\$ 1,636	\$ -	\$ -	\$1,636
City of South Gate	\$ 6,408	\$ 14,065	\$ 28,409	\$48,882	\$ 6,536	\$ 13,802	\$ 30,043	\$50,382
City of South Pasadena	\$ 2,004	\$ 8,804	\$ 17,783	\$28,591	\$ 2,045	\$ 8,640	\$ 18,806	\$29,490
City of Temple City	\$ 2,654	\$ -	\$ -	\$2,654	\$ 2,707	\$ -	\$ -	\$2,707
City of Torrance	\$ 11,597	\$ 50,938	\$ 102,888	\$165,422	\$ 11,828	\$ 49,986	\$ 108,807	\$170,622
City of Vernon	\$ 945	\$ 12,058	\$ 24,357	\$37,360	\$ 964	\$ 11,833	\$ 25,758	\$38,555
City of Walnut	\$ 3,230	\$ -	\$ -	\$3,230	\$ 3,295	\$ -	\$ -	\$3,295
City of West Covina	\$ 8,661	\$ 38,047	\$ 76,849	\$123,557	\$ 8,834	\$ 37,336	\$ 81,271	\$127,441
City of Westlake Village	\$ 1,449	\$ -	\$ -	\$1,449	\$ 1,477	\$ -	\$ -	\$1,477
City of Whittier	\$ 7,274	\$ 15,978	\$ 32,274	\$55,526	\$ 7,419	\$ 15,680	\$ 34,131	\$57,230
County of Los Angeles	\$ 343,027	\$ 2,562,768	\$ 5,176,484	\$8,082,279	\$ 349,887	\$ 2,514,914	\$ 5,474,288	\$8,339,089
Inglewood Unified School District	\$ 257	\$ 1,128	\$ 2,279	\$3,665	\$ 262	\$ 1,107	\$ 2,410	\$3,780
Los Angeles Unified School District	\$ 13,383	\$ 58,691	\$ 118,548	\$190,622	\$ 13,650	\$ 57,595	\$ 125,369	\$196,614
UCLA	\$ 1,759	\$ 3,988	\$ 8,055	\$13,802	\$ 1,794	\$ 3,913	\$ 8,519	\$14,226
NON-MEMBER CITIES								
City of Cudahy	\$ 1,615	\$ -	\$ -	\$1,615	\$ 1,647	\$ -	\$ -	\$1,647
City of Diamond Bar	\$ 5,954	\$ -	\$ -	\$5,954	\$ 6,074	\$ -	\$ -	\$6,074
City of La Habra	\$ 2,293	\$ -	\$ -	\$2,293	\$ 2,339	\$ -	\$ -	\$2,339
City of Lomita	\$ 1,481	\$ -	\$ -	\$1,481	\$ 1,511	\$ -	\$ -	\$1,511
City of Malibu	\$ 4,324	\$ -	\$ -	\$4,324	\$ 4,410	\$ -	\$ -	\$4,410
City of Rolling Hills	\$ 651	\$ -	\$ -	\$651	\$ 664	\$ -	\$ -	\$664
City of West Hollywood	\$ 2,364	\$ -	\$ -	\$2,364	\$ 2,412	\$ -	\$ -	\$2,412
Total	\$ 1,096,319	\$ 4,833,329	\$ 9,762,746	\$ 15,692,394	\$ 1,118,245	\$ 4,743,078	\$ 10,324,397	\$ 16,185,720

AGENDA ITEM F - ATTACHMENT

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2020/21				FY 2021/22			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Agoura Hills	\$ 2,623	\$ -	\$ -	\$2,623	\$ 2,676	\$ -	\$ -	\$2,676
City of Alhambra	\$ 6,124	\$ 50,577	\$ 55,929	\$112,629	\$ 6,246	\$ 50,668	\$ 56,847	\$113,761
City of Arcadia	\$ 5,267	\$ 43,542	\$ 48,149	\$96,958	\$ 5,372	\$ 43,620	\$ 48,940	\$97,932
City of Artesia	\$ 1,235	\$ -	\$ -	\$1,235	\$ 1,260	\$ -	\$ -	\$1,260
City of Avalon	\$ 758	\$ 3,140	\$ 3,473	\$7,372	\$ 774	\$ 3,146	\$ 3,530	\$7,449
City of Azusa	\$ 4,415	\$ 18,250	\$ 20,181	\$42,847	\$ 4,503	\$ 18,283	\$ 20,513	\$43,299
City of Baldwin Park	\$ 5,524	\$ 22,810	\$ 25,224	\$53,558	\$ 5,634	\$ 22,851	\$ 25,638	\$54,123
City of Bell	\$ 2,480	\$ 10,239	\$ 11,323	\$24,042	\$ 2,529	\$ 10,258	\$ 11,508	\$24,296
City of Bell Gardens	\$ 2,828	\$ 11,675	\$ 12,910	\$27,413	\$ 2,885	\$ 11,696	\$ 13,122	\$27,702
City of Bellflower	\$ 5,471	\$ -	\$ -	\$5,471	\$ 5,581	\$ -	\$ -	\$5,581
City of Beverly Hills	\$ 3,000	\$ 24,795	\$ 27,419	\$55,215	\$ 3,060	\$ 24,840	\$ 27,869	\$55,770
City of Bradbury	\$ 431	\$ -	\$ -	\$431	\$ 440	\$ -	\$ -	\$440
City of Burbank	\$ 9,126	\$ 75,423	\$ 83,404	\$167,952	\$ 9,308	\$ 75,559	\$ 84,773	\$169,641
City of Calabasas	\$ 3,932	\$ -	\$ -	\$3,932	\$ 4,011	\$ -	\$ -	\$4,011
City of Carson	\$ 8,724	\$ -	\$ -	\$8,724	\$ 8,898	\$ -	\$ -	\$8,898
City of Cerritos	\$ 4,430	\$ -	\$ -	\$4,430	\$ 4,518	\$ -	\$ -	\$4,518
City of Claremont	\$ 4,527	\$ 18,728	\$ 20,710	\$43,965	\$ 4,617	\$ 18,762	\$ 21,050	\$44,429
City of Commerce	\$ 1,962	\$ -	\$ -	\$1,962	\$ 2,001	\$ -	\$ -	\$2,001
City of Compton	\$ 7,340	\$ 30,317	\$ 33,525	\$71,182	\$ 7,487	\$ 30,372	\$ 34,075	\$71,934
City of Covina	\$ 4,021	\$ 16,613	\$ 18,371	\$39,004	\$ 4,101	\$ 16,643	\$ 18,672	\$39,416
City of Culver City	\$ 3,154	\$ 26,059	\$ 28,817	\$58,029	\$ 3,217	\$ 26,106	\$ 29,290	\$58,613
City of Downey	\$ 8,655	\$ 71,498	\$ 79,064	\$159,217	\$ 8,828	\$ 71,628	\$ 80,362	\$160,818
City of Duarte	\$ 1,898	\$ -	\$ -	\$1,898	\$ 1,936	\$ -	\$ -	\$1,936
City of El Monte	\$ 8,190	\$ 33,821	\$ 37,400	\$79,412	\$ 8,354	\$ 33,882	\$ 38,014	\$80,250
City of El Segundo	\$ 1,966	\$ 16,263	\$ 17,984	\$36,213	\$ 2,005	\$ 16,292	\$ 18,279	\$36,577
City of Gardena	\$ 4,415	\$ 18,235	\$ 20,165	\$42,815	\$ 4,504	\$ 18,268	\$ 20,496	\$43,268
City of Glendale	\$ 16,371	\$ 135,294	\$ 149,611	\$301,276	\$ 16,699	\$ 135,538	\$ 152,067	\$304,304
City of Glendora	\$ 5,596	\$ 23,141	\$ 25,590	\$54,327	\$ 5,708	\$ 23,183	\$ 26,010	\$54,901
City of Hawaiian Gardens	\$ 981	\$ -	\$ -	\$981	\$ 1,000	\$ -	\$ -	\$1,000
City of Hawthorne	\$ 5,907	\$ 24,390	\$ 26,971	\$57,268	\$ 6,025	\$ 24,434	\$ 27,414	\$57,873
City of Hermosa Beach	\$ 1,370	\$ 11,312	\$ 12,509	\$25,191	\$ 1,397	\$ 11,332	\$ 12,714	\$25,444
City of Hidden Hills	\$ 424	\$ -	\$ -	\$424	\$ 433	\$ -	\$ -	\$433
City of Huntington Park	\$ 3,832	\$ 15,818	\$ 17,491	\$37,141	\$ 3,909	\$ 15,846	\$ 17,779	\$37,533
City of Industry	\$ 2,307	\$ -	\$ -	\$2,307	\$ 2,353	\$ -	\$ -	\$2,353
City of Inglewood	\$ 7,909	\$ 32,658	\$ 36,114	\$76,681	\$ 8,067	\$ 32,717	\$ 36,707	\$77,491
City of Irwindale	\$ 1,905	\$ 7,900	\$ 8,736	\$18,540	\$ 1,943	\$ 7,914	\$ 8,879	\$18,736
City of La Canada Flintridge	\$ 2,702	\$ -	\$ -	\$2,702	\$ 2,756	\$ -	\$ -	\$2,756
City of La Habra Heights	\$ 1,467	\$ 6,076	\$ 6,719	\$14,262	\$ 1,496	\$ 6,087	\$ 6,830	\$14,413
City of La Mirada	\$ 4,210	\$ -	\$ -	\$4,210	\$ 4,294	\$ -	\$ -	\$4,294
City of La Puente	\$ 2,894	\$ -	\$ -	\$2,894	\$ 2,952	\$ -	\$ -	\$2,952
City of La Verne	\$ 3,256	\$ 26,929	\$ 29,778	\$59,964	\$ 3,322	\$ 26,977	\$ 30,267	\$60,566
City of Lakewood	\$ 6,285	\$ -	\$ -	\$6,285	\$ 6,411	\$ -	\$ -	\$6,411
City of Lancaster	\$ 26,739	\$ -	\$ -	\$26,739	\$ 27,273	\$ -	\$ -	\$27,273
City of Lawndale	\$ 2,211	\$ -	\$ -	\$2,211	\$ 2,256	\$ -	\$ -	\$2,256
City of Long Beach	\$ 35,770	\$ 295,500	\$ 326,771	\$658,041	\$ 36,485	\$ 296,035	\$ 332,135	\$664,655

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2020/21				FY 2021/22			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 302,404	\$ 2,505,788	\$ 2,770,958	\$5,579,150	\$ 308,452	\$ 2,510,320	\$ 2,816,444	\$5,635,216
City of Lynwood	\$ 4,825	\$ -	\$ -	\$4,825	\$ 4,922	\$ -	\$ -	\$4,922
City of Manhattan Beach	\$ 2,714	\$ 22,420	\$ 24,793	\$49,927	\$ 2,768	\$ 22,461	\$ 25,200	\$50,428
City of Maywood	\$ 1,759	\$ -	\$ -	\$1,759	\$ 1,794	\$ -	\$ -	\$1,794
City of Monrovia	\$ 3,602	\$ 29,778	\$ 32,929	\$66,308	\$ 3,674	\$ 29,832	\$ 33,470	\$66,975
City of Montebello	\$ 5,100	\$ 42,143	\$ 46,603	\$93,846	\$ 5,202	\$ 42,219	\$ 47,368	\$94,789
City of Monterey Park	\$ 4,885	\$ 40,363	\$ 44,635	\$89,883	\$ 4,983	\$ 40,436	\$ 45,368	\$90,787
City of Norwalk	\$ 7,759	\$ -	\$ -	\$7,759	\$ 7,914	\$ -	\$ -	\$7,914
City of Palmdale	\$ 28,734	\$ -	\$ -	\$28,734	\$ 29,309	\$ -	\$ -	\$29,309
City of Palos Verdes Estates	\$ 1,661	\$ 6,870	\$ 7,597	\$16,128	\$ 1,694	\$ 6,882	\$ 7,722	\$16,298
City of Paramount	\$ 3,953	\$ -	\$ -	\$3,953	\$ 4,032	\$ -	\$ -	\$4,032
City of Pasadena	\$ 11,965	\$ 98,887	\$ 109,352	\$220,205	\$ 12,205	\$ 99,066	\$ 111,147	\$222,418
City of Pico Rivera	\$ 5,220	\$ -	\$ -	\$5,220	\$ 5,324	\$ -	\$ -	\$5,324
City of Pomona	\$ 12,737	\$ 52,631	\$ 58,201	\$123,569	\$ 12,992	\$ 52,726	\$ 59,156	\$124,875
City of Ranchos Palos Verdes	\$ 4,898	\$ -	\$ -	\$4,898	\$ 4,996	\$ -	\$ -	\$4,996
City of Redondo Beach	\$ 4,924	\$ 40,666	\$ 44,969	\$90,559	\$ 5,022	\$ 40,739	\$ 45,707	\$91,469
City of Rolling Hills Estates	\$ 1,134	\$ -	\$ -	\$1,134	\$ 1,157	\$ -	\$ -	\$1,157
City of Rosemead	\$ 4,009	\$ -	\$ -	\$4,009	\$ 4,089	\$ -	\$ -	\$4,089
City of San Dimas	\$ 4,434	\$ -	\$ -	\$4,434	\$ 4,523	\$ -	\$ -	\$4,523
City of San Fernando	\$ 1,777	\$ 7,340	\$ 8,117	\$17,235	\$ 1,813	\$ 7,354	\$ 8,250	\$17,417
City of San Gabriel	\$ 3,015	\$ 24,909	\$ 27,545	\$55,469	\$ 3,076	\$ 24,954	\$ 27,997	\$56,027
City of San Marino	\$ 1,452	\$ 12,007	\$ 13,277	\$26,736	\$ 1,481	\$ 12,028	\$ 13,495	\$27,005
City of Santa Clarita	\$ 21,521	\$ -	\$ -	\$21,521	\$ 21,951	\$ -	\$ -	\$21,951
City of Santa Fe Springs	\$ 2,606	\$ 21,572	\$ 23,855	\$48,034	\$ 2,658	\$ 21,611	\$ 24,247	\$48,517
City of Santa Monica	\$ 6,656	\$ 54,979	\$ 60,797	\$122,432	\$ 6,789	\$ 55,078	\$ 61,795	\$123,663
City of Sierra Madre	\$ 1,173	\$ 9,705	\$ 10,732	\$21,611	\$ 1,197	\$ 9,723	\$ 10,908	\$21,828
City of Signal Hill	\$ 1,039	\$ 4,294	\$ 4,749	\$10,082	\$ 1,060	\$ 4,302	\$ 4,827	\$10,188
City of South El Monte	\$ 1,669	\$ -	\$ -	\$1,669	\$ 1,702	\$ -	\$ -	\$1,702
City of South Gate	\$ 6,667	\$ 27,528	\$ 30,441	\$64,636	\$ 6,800	\$ 27,578	\$ 30,941	\$65,319
City of South Pasadena	\$ 2,085	\$ 17,231	\$ 19,055	\$38,372	\$ 2,127	\$ 17,263	\$ 19,368	\$38,757
City of Temple City	\$ 2,762	\$ -	\$ -	\$2,762	\$ 2,817	\$ -	\$ -	\$2,817
City of Torrance	\$ 12,065	\$ 99,697	\$ 110,247	\$222,009	\$ 12,306	\$ 99,877	\$ 112,057	\$224,241
City of Vernon	\$ 983	\$ 23,601	\$ 26,099	\$50,683	\$ 1,003	\$ 23,644	\$ 26,527	\$51,174
City of Walnut	\$ 3,360	\$ -	\$ -	\$3,360	\$ 3,428	\$ -	\$ -	\$3,428
City of West Covina	\$ 9,011	\$ 74,466	\$ 82,346	\$165,824	\$ 9,191	\$ 74,601	\$ 83,698	\$167,490
City of Westlake Village	\$ 1,507	\$ -	\$ -	\$1,507	\$ 1,537	\$ -	\$ -	\$1,537
City of Whittier	\$ 7,567	\$ 31,273	\$ 34,583	\$73,424	\$ 7,719	\$ 31,330	\$ 35,151	\$74,199
County of Los Angeles	\$ 356,885	\$ 5,015,958	\$ 5,546,763	\$10,919,606	\$ 364,023	\$ 5,025,030	\$ 5,637,815	\$11,026,867
Inglewood Unified School District	\$ 268	\$ 2,209	\$ 2,442	\$4,919	\$ 273	\$ 2,213	\$ 2,482	\$4,968
Los Angeles Unified School District	\$ 13,923	\$ 114,872	\$ 127,028	\$255,824	\$ 14,202	\$ 115,080	\$ 129,114	\$258,395
UCLA	\$ 1,830	\$ 7,805	\$ 8,631	\$18,266	\$ 1,866	\$ 7,819	\$ 8,773	\$18,459
NON-MEMBER CITIES								
City of Cudahy	\$ 1,680	\$ -	\$ -	\$1,680	\$ 1,713	\$ -	\$ -	\$1,713
City of Diamond Bar	\$ 6,195	\$ -	\$ -	\$6,195	\$ 6,319	\$ -	\$ -	\$6,319
City of La Habra	\$ 2,386	\$ -	\$ -	\$2,386	\$ 2,433	\$ -	\$ -	\$2,433
City of Lomita	\$ 1,541	\$ -	\$ -	\$1,541	\$ 1,572	\$ -	\$ -	\$1,572
City of Malibu	\$ 4,499	\$ -	\$ -	\$4,499	\$ 4,589	\$ -	\$ -	\$4,589
City of Rolling Hills	\$ 677	\$ -	\$ -	\$677	\$ 690	\$ -	\$ -	\$690
City of West Hollywood	\$ 2,460	\$ -	\$ -	\$2,460	\$ 2,509	\$ -	\$ -	\$2,509
Total	\$ 1,140,610	\$ 9,459,997	\$ 10,461,085	\$ 21,061,691	\$ 1,163,422	\$ 9,477,106	\$ 10,632,806	\$ 21,273,334

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2022/23				FY 2023/24			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Agoura Hills	\$ 2,729	\$ -	\$ -	\$ 2,729	\$ 2,784	\$ -	\$ -	\$ 2,784
City of Alhambra	\$ 6,371	\$ 50,476	\$ 57,783	\$ 114,631	\$ 6,498	\$ 50,286	\$ 58,739	\$ 115,523
City of Arcadia	\$ 5,480	\$ 43,455	\$ 49,746	\$ 98,681	\$ 5,589	\$ 43,291	\$ 50,568	\$ 99,449
City of Artesia	\$ 1,285	\$ -	\$ -	\$ 1,285	\$ 1,311	\$ -	\$ -	\$ 1,311
City of Avalon	\$ 789	\$ 3,134	\$ 3,588	\$ 7,511	\$ 805	\$ 3,122	\$ 3,647	\$ 7,574
City of Azusa	\$ 4,593	\$ 18,214	\$ 20,851	\$ 43,658	\$ 4,685	\$ 18,145	\$ 21,195	\$ 44,026
City of Baldwin Park	\$ 5,747	\$ 22,765	\$ 26,060	\$ 54,572	\$ 5,862	\$ 22,679	\$ 26,491	\$ 55,032
City of Bell	\$ 2,580	\$ 10,219	\$ 11,698	\$ 24,497	\$ 2,632	\$ 10,180	\$ 11,891	\$ 24,703
City of Bell Gardens	\$ 2,942	\$ 11,651	\$ 13,338	\$ 27,932	\$ 3,001	\$ 11,608	\$ 13,559	\$ 28,167
City of Bellflower	\$ 5,692	\$ -	\$ -	\$ 5,692	\$ 5,806	\$ -	\$ -	\$ 5,806
City of Beverly Hills	\$ 3,121	\$ 24,746	\$ 28,329	\$ 56,196	\$ 3,184	\$ 24,653	\$ 28,797	\$ 56,634
City of Bradbury	\$ 449	\$ -	\$ -	\$ 449	\$ 458	\$ -	\$ -	\$ 458
City of Burbank	\$ 9,494	\$ 75,273	\$ 86,170	\$ 170,937	\$ 9,684	\$ 74,990	\$ 87,594	\$ 172,268
City of Calabasas	\$ 4,091	\$ -	\$ -	\$ 4,091	\$ 4,173	\$ -	\$ -	\$ 4,173
City of Carson	\$ 9,076	\$ -	\$ -	\$ 9,076	\$ 9,258	\$ -	\$ -	\$ 9,258
City of Cerritos	\$ 4,609	\$ -	\$ -	\$ 4,609	\$ 4,701	\$ -	\$ -	\$ 4,701
City of Claremont	\$ 4,710	\$ 18,691	\$ 21,397	\$ 44,797	\$ 4,804	\$ 18,620	\$ 21,750	\$ 45,175
City of Commerce	\$ 2,041	\$ -	\$ -	\$ 2,041	\$ 2,082	\$ -	\$ -	\$ 2,082
City of Compton	\$ 7,637	\$ 30,257	\$ 34,637	\$ 72,530	\$ 7,789	\$ 30,143	\$ 35,209	\$ 73,141
City of Covina	\$ 4,183	\$ 16,580	\$ 18,980	\$ 39,743	\$ 4,267	\$ 16,517	\$ 19,294	\$ 40,078
City of Culver City	\$ 3,281	\$ 26,007	\$ 29,772	\$ 59,061	\$ 3,347	\$ 25,909	\$ 30,264	\$ 59,520
City of Downey	\$ 9,004	\$ 71,356	\$ 81,686	\$ 162,047	\$ 9,184	\$ 71,088	\$ 83,036	\$ 163,308
City of Duarte	\$ 1,975	\$ -	\$ -	\$ 1,975	\$ 2,014	\$ -	\$ -	\$ 2,014
City of El Monte	\$ 8,521	\$ 33,754	\$ 38,640	\$ 80,915	\$ 8,692	\$ 33,627	\$ 39,279	\$ 81,598
City of El Segundo	\$ 2,045	\$ 16,231	\$ 18,580	\$ 36,856	\$ 2,086	\$ 16,170	\$ 18,887	\$ 37,143
City of Gardena	\$ 4,594	\$ 18,199	\$ 20,834	\$ 43,626	\$ 4,686	\$ 18,131	\$ 21,178	\$ 43,994
City of Glendale	\$ 17,033	\$ 135,025	\$ 154,572	\$ 306,629	\$ 17,373	\$ 134,517	\$ 157,127	\$ 309,017
City of Glendora	\$ 5,822	\$ 23,095	\$ 26,439	\$ 55,356	\$ 5,938	\$ 23,008	\$ 26,876	\$ 55,822
City of Hawaiian Gardens	\$ 1,020	\$ -	\$ -	\$ 1,020	\$ 1,041	\$ -	\$ -	\$ 1,041
City of Hawthorne	\$ 6,146	\$ 24,342	\$ 27,865	\$ 58,353	\$ 6,269	\$ 24,250	\$ 28,326	\$ 58,845
City of Hermosa Beach	\$ 1,425	\$ 11,289	\$ 12,924	\$ 25,638	\$ 1,454	\$ 11,247	\$ 13,137	\$ 25,838
City of Hidden Hills	\$ 442	\$ -	\$ -	\$ 442	\$ 450	\$ -	\$ -	\$ 450
City of Huntington Park	\$ 3,987	\$ 15,786	\$ 18,071	\$ 37,844	\$ 4,067	\$ 15,727	\$ 18,370	\$ 38,163
City of Industry	\$ 2,400	\$ -	\$ -	\$ 2,400	\$ 2,448	\$ -	\$ -	\$ 2,448
City of Inglewood	\$ 8,228	\$ 32,593	\$ 37,311	\$ 78,133	\$ 8,393	\$ 32,470	\$ 37,928	\$ 78,791
City of Irwindale	\$ 1,982	\$ 7,884	\$ 9,025	\$ 18,891	\$ 2,022	\$ 7,854	\$ 9,174	\$ 19,051
City of La Canada Flintridge	\$ 2,811	\$ -	\$ -	\$ 2,811	\$ 2,867	\$ -	\$ -	\$ 2,867
City of La Habra Heights	\$ 1,526	\$ 6,064	\$ 6,942	\$ 14,532	\$ 1,557	\$ 6,041	\$ 7,057	\$ 14,655
City of La Mirada	\$ 4,380	\$ -	\$ -	\$ 4,380	\$ 4,468	\$ -	\$ -	\$ 4,468
City of La Puente	\$ 3,011	\$ -	\$ -	\$ 3,011	\$ 3,071	\$ -	\$ -	\$ 3,071
City of La Verne	\$ 3,388	\$ 26,875	\$ 30,766	\$ 61,029	\$ 3,456	\$ 26,774	\$ 31,274	\$ 61,504
City of Lakewood	\$ 6,539	\$ -	\$ -	\$ 6,539	\$ 6,670	\$ -	\$ -	\$ 6,670
City of Lancaster	\$ 27,819	\$ -	\$ -	\$ 27,819	\$ 28,375	\$ -	\$ -	\$ 28,375
City of Lawndale	\$ 2,301	\$ -	\$ -	\$ 2,301	\$ 2,347	\$ -	\$ -	\$ 2,347
City of Long Beach	\$ 37,215	\$ 294,913	\$ 337,606	\$ 669,735	\$ 37,959	\$ 293,803	\$ 343,187	\$ 674,949

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2022/23				FY 2023/24			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 314,621	\$ 2,500,811	\$ 2,862,840	\$5,678,273	\$ 320,913	\$ 2,491,396	\$ 2,910,164	\$5,722,473
City of Lynwood	\$ 5,020	\$ -	\$ -	\$5,020	\$ 5,121	\$ -	\$ -	\$5,121
City of Manhattan Beach	\$ 2,824	\$ 22,376	\$ 25,615	\$50,814	\$ 2,880	\$ 22,291	\$ 26,038	\$51,209
City of Maywood	\$ 1,830	\$ -	\$ -	\$1,830	\$ 1,867	\$ -	\$ -	\$1,867
City of Monrovia	\$ 3,747	\$ 29,719	\$ 34,021	\$67,487	\$ 3,822	\$ 29,607	\$ 34,583	\$68,012
City of Montebello	\$ 5,306	\$ 42,059	\$ 48,148	\$95,514	\$ 5,413	\$ 41,901	\$ 48,944	\$96,257
City of Monterey Park	\$ 5,083	\$ 40,283	\$ 46,115	\$91,481	\$ 5,184	\$ 40,132	\$ 46,877	\$92,193
City of Norwalk	\$ 8,073	\$ -	\$ -	\$8,073	\$ 8,234	\$ -	\$ -	\$8,234
City of Palmdale	\$ 29,895	\$ -	\$ -	\$29,895	\$ 30,493	\$ -	\$ -	\$30,493
City of Palos Verdes Estates	\$ 1,728	\$ 6,856	\$ 7,849	\$16,433	\$ 1,762	\$ 6,831	\$ 7,979	\$16,572
City of Paramount	\$ 4,113	\$ -	\$ -	\$4,113	\$ 4,195	\$ -	\$ -	\$4,195
City of Pasadena	\$ 12,449	\$ 98,691	\$ 112,978	\$224,118	\$ 12,698	\$ 98,319	\$ 114,846	\$225,863
City of Pico Rivera	\$ 5,431	\$ -	\$ -	\$5,431	\$ 5,539	\$ -	\$ -	\$5,539
City of Pomona	\$ 13,252	\$ 52,527	\$ 60,131	\$125,909	\$ 13,517	\$ 52,329	\$ 61,125	\$126,971
City of Ranchos Palos Verdes	\$ 5,095	\$ -	\$ -	\$5,095	\$ 5,197	\$ -	\$ -	\$5,197
City of Redondo Beach	\$ 5,122	\$ 40,585	\$ 46,460	\$92,168	\$ 5,225	\$ 40,432	\$ 47,228	\$92,886
City of Rolling Hills Estates	\$ 1,180	\$ -	\$ -	\$1,180	\$ 1,204	\$ -	\$ -	\$1,204
City of Rosemead	\$ 4,171	\$ -	\$ -	\$4,171	\$ 4,254	\$ -	\$ -	\$4,254
City of San Dimas	\$ 4,613	\$ -	\$ -	\$4,613	\$ 4,705	\$ -	\$ -	\$4,705
City of San Fernando	\$ 1,849	\$ 7,326	\$ 8,386	\$17,561	\$ 1,886	\$ 7,298	\$ 8,525	\$17,709
City of San Gabriel	\$ 3,137	\$ 24,860	\$ 28,458	\$56,455	\$ 3,200	\$ 24,766	\$ 28,929	\$56,895
City of San Marino	\$ 1,510	\$ 11,983	\$ 13,718	\$27,211	\$ 1,541	\$ 11,938	\$ 13,944	\$27,423
City of Santa Clarita	\$ 22,390	\$ -	\$ -	\$22,390	\$ 22,838	\$ -	\$ -	\$22,838
City of Santa Fe Springs	\$ 2,711	\$ 21,530	\$ 24,646	\$48,887	\$ 2,766	\$ 21,449	\$ 25,054	\$49,268
City of Santa Monica	\$ 6,925	\$ 54,870	\$ 62,813	\$124,608	\$ 7,064	\$ 54,663	\$ 63,851	\$125,578
City of Sierra Madre	\$ 1,221	\$ 9,686	\$ 11,088	\$21,995	\$ 1,245	\$ 9,649	\$ 11,271	\$22,166
City of Signal Hill	\$ 1,081	\$ 4,286	\$ 4,906	\$10,273	\$ 1,102	\$ 4,270	\$ 4,987	\$10,359
City of South El Monte	\$ 1,736	\$ -	\$ -	\$1,736	\$ 1,771	\$ -	\$ -	\$1,771
City of South Gate	\$ 6,936	\$ 27,473	\$ 31,450	\$65,860	\$ 7,075	\$ 27,370	\$ 31,970	\$66,415
City of South Pasadena	\$ 2,170	\$ 17,197	\$ 19,687	\$39,054	\$ 2,213	\$ 17,132	\$ 20,012	\$39,358
City of Temple City	\$ 2,873	\$ -	\$ -	\$2,873	\$ 2,931	\$ -	\$ -	\$2,931
City of Torrance	\$ 12,552	\$ 99,499	\$ 113,903	\$225,955	\$ 12,804	\$ 99,124	\$ 115,786	\$227,714
City of Vernon	\$ 1,023	\$ 23,554	\$ 26,964	\$51,542	\$ 1,043	\$ 23,466	\$ 27,410	\$51,919
City of Walnut	\$ 3,496	\$ -	\$ -	\$3,496	\$ 3,566	\$ -	\$ -	\$3,566
City of West Covina	\$ 9,375	\$ 74,318	\$ 85,077	\$168,770	\$ 9,562	\$ 74,039	\$ 86,483	\$170,084
City of Westlake Village	\$ 1,568	\$ -	\$ -	\$1,568	\$ 1,599	\$ -	\$ -	\$1,599
City of Whittier	\$ 7,873	\$ 31,211	\$ 35,730	\$74,814	\$ 8,031	\$ 31,094	\$ 36,320	\$75,445
County of Los Angeles	\$ 371,303	\$ 5,005,997	\$ 5,730,687	\$11,107,987	\$ 378,729	\$ 4,987,148	\$ 5,825,417	\$11,191,295
Inglewood Unified School District	\$ 279	\$ 2,204	\$ 2,523	\$5,006	\$ 284	\$ 2,196	\$ 2,565	\$5,045
Los Angeles Unified School District	\$ 14,486	\$ 114,644	\$ 131,240	\$260,370	\$ 14,775	\$ 114,212	\$ 133,410	\$262,398
UCLA	\$ 1,904	\$ 7,790	\$ 8,918	\$18,611	\$ 1,942	\$ 7,761	\$ 9,065	\$18,767
NON-MEMBER CITIES								
City of Cudahy	\$ 1,748	\$ -	\$ -	\$1,748	\$ 1,783	\$ -	\$ -	\$1,783
City of Diamond Bar	\$ 6,445	\$ -	\$ -	\$6,445	\$ 6,574	\$ -	\$ -	\$6,574
City of La Habra	\$ 2,482	\$ -	\$ -	\$2,482	\$ 2,532	\$ -	\$ -	\$2,532
City of Lomita	\$ 1,603	\$ -	\$ -	\$1,603	\$ 1,635	\$ -	\$ -	\$1,635
City of Malibu	\$ 4,680	\$ -	\$ -	\$4,680	\$ 4,774	\$ -	\$ -	\$4,774
City of Rolling Hills	\$ 704	\$ -	\$ -	\$704	\$ 718	\$ -	\$ -	\$718
City of West Hollywood	\$ 2,559	\$ -	\$ -	\$2,559	\$ 2,611	\$ -	\$ -	\$2,611
Total	\$ 1,186,691	\$ 9,441,210	\$ 10,807,962	\$ 21,435,863	\$ 1,210,424	\$ 9,405,662	\$ 10,986,621	\$ 21,602,708

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2024/25				FY 2025/26			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Agoura Hills	\$ 2,839	\$ -	\$ -	\$2,839	\$ 2,896	\$ -	\$ -	\$2,896
City of Alhambra	\$ 6,628	\$ 50,383	\$ 59,713	\$116,724	\$ 6,761	\$ 50,197	\$ 60,707	\$117,665
City of Arcadia	\$ 5,701	\$ 43,375	\$ 51,407	\$100,483	\$ 5,815	\$ 43,215	\$ 52,262	\$101,292
City of Artesia	\$ 1,337	\$ -	\$ -	\$1,337	\$ 1,364	\$ -	\$ -	\$1,364
City of Avalon	\$ 821	\$ 3,128	\$ 3,708	\$7,657	\$ 837	\$ 3,117	\$ 3,769	\$7,724
City of Azusa	\$ 4,779	\$ 18,180	\$ 21,547	\$44,506	\$ 4,875	\$ 18,113	\$ 21,905	\$44,893
City of Baldwin Park	\$ 5,979	\$ 22,723	\$ 26,931	\$55,632	\$ 6,098	\$ 22,639	\$ 27,379	\$56,116
City of Bell	\$ 2,684	\$ 10,200	\$ 12,089	\$24,973	\$ 2,738	\$ 10,162	\$ 12,290	\$25,190
City of Bell Gardens	\$ 3,061	\$ 11,630	\$ 13,784	\$28,475	\$ 3,122	\$ 11,587	\$ 14,013	\$28,722
City of Bellflower	\$ 5,922	\$ -	\$ -	\$5,922	\$ 6,041	\$ -	\$ -	\$6,041
City of Beverly Hills	\$ 3,247	\$ 24,701	\$ 29,274	\$57,222	\$ 3,312	\$ 24,609	\$ 29,762	\$57,683
City of Bradbury	\$ 467	\$ -	\$ -	\$467	\$ 476	\$ -	\$ -	\$476
City of Burbank	\$ 9,878	\$ 75,134	\$ 89,047	\$174,059	\$ 10,075	\$ 74,857	\$ 90,529	\$175,461
City of Calabasas	\$ 4,256	\$ -	\$ -	\$4,256	\$ 4,342	\$ -	\$ -	\$4,342
City of Carson	\$ 9,443	\$ -	\$ -	\$9,443	\$ 9,632	\$ -	\$ -	\$9,632
City of Cerritos	\$ 4,795	\$ -	\$ -	\$4,795	\$ 4,891	\$ -	\$ -	\$4,891
City of Claremont	\$ 4,900	\$ 18,656	\$ 22,111	\$45,668	\$ 4,998	\$ 18,587	\$ 22,479	\$46,065
City of Commerce	\$ 2,124	\$ -	\$ -	\$2,124	\$ 2,166	\$ -	\$ -	\$2,166
City of Compton	\$ 7,945	\$ 30,201	\$ 35,793	\$73,939	\$ 8,104	\$ 30,089	\$ 36,389	\$74,582
City of Covina	\$ 4,352	\$ 16,549	\$ 19,614	\$40,515	\$ 4,439	\$ 16,488	\$ 19,940	\$40,867
City of Culver City	\$ 3,414	\$ 25,959	\$ 30,766	\$60,139	\$ 3,482	\$ 25,863	\$ 31,278	\$60,624
City of Downey	\$ 9,368	\$ 71,225	\$ 84,414	\$165,007	\$ 9,556	\$ 70,962	\$ 85,819	\$166,336
City of Duarte	\$ 2,055	\$ -	\$ -	\$2,055	\$ 2,096	\$ -	\$ -	\$2,096
City of El Monte	\$ 8,865	\$ 33,692	\$ 39,931	\$82,488	\$ 9,043	\$ 33,567	\$ 40,595	\$83,205
City of El Segundo	\$ 2,128	\$ 16,201	\$ 19,201	\$37,530	\$ 2,171	\$ 16,141	\$ 19,520	\$37,832
City of Gardena	\$ 4,779	\$ 18,166	\$ 21,529	\$44,474	\$ 4,875	\$ 18,098	\$ 21,888	\$44,861
City of Glendale	\$ 17,721	\$ 134,776	\$ 159,733	\$312,230	\$ 18,075	\$ 134,278	\$ 162,392	\$314,745
City of Glendora	\$ 6,057	\$ 23,053	\$ 27,322	\$56,431	\$ 6,178	\$ 22,968	\$ 27,776	\$56,922
City of Hawaiian Gardens	\$ 1,061	\$ -	\$ -	\$1,061	\$ 1,083	\$ -	\$ -	\$1,083
City of Hawthorne	\$ 6,394	\$ 24,297	\$ 28,796	\$59,487	\$ 6,522	\$ 24,207	\$ 29,275	\$60,004
City of Hermosa Beach	\$ 1,483	\$ 11,269	\$ 13,355	\$26,107	\$ 1,512	\$ 11,227	\$ 13,577	\$26,317
City of Hidden Hills	\$ 459	\$ -	\$ -	\$459	\$ 469	\$ -	\$ -	\$469
City of Huntington Park	\$ 4,148	\$ 15,757	\$ 18,675	\$38,580	\$ 4,231	\$ 15,699	\$ 18,986	\$38,915
City of Industry	\$ 2,497	\$ -	\$ -	\$2,497	\$ 2,547	\$ -	\$ -	\$2,547
City of Inglewood	\$ 8,561	\$ 32,533	\$ 38,557	\$79,651	\$ 8,732	\$ 32,413	\$ 39,199	\$80,344
City of Irwindale	\$ 2,062	\$ 7,869	\$ 9,327	\$19,258	\$ 2,104	\$ 7,840	\$ 9,482	\$19,426
City of La Canada Flintridge	\$ 2,925	\$ -	\$ -	\$2,925	\$ 2,983	\$ -	\$ -	\$2,983
City of La Habra Heights	\$ 1,588	\$ 6,053	\$ 7,174	\$14,815	\$ 1,620	\$ 6,031	\$ 7,293	\$14,944
City of La Mirada	\$ 4,557	\$ -	\$ -	\$4,557	\$ 4,648	\$ -	\$ -	\$4,648
City of La Puente	\$ 3,133	\$ -	\$ -	\$3,133	\$ 3,195	\$ -	\$ -	\$3,195
City of La Verne	\$ 3,525	\$ 26,826	\$ 31,793	\$62,144	\$ 3,595	\$ 26,727	\$ 32,322	\$62,644
City of Lakewood	\$ 6,803	\$ -	\$ -	\$6,803	\$ 6,939	\$ -	\$ -	\$6,939
City of Lancaster	\$ 28,943	\$ -	\$ -	\$28,943	\$ 29,522	\$ -	\$ -	\$29,522
City of Lawndale	\$ 2,394	\$ -	\$ -	\$2,394	\$ 2,442	\$ -	\$ -	\$2,442
City of Long Beach	\$ 38,719	\$ 294,370	\$ 348,879	\$681,968	\$ 39,493	\$ 293,282	\$ 354,685	\$687,461

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2024/25				FY 2025/26			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 327,332	\$ 2,496,205	\$ 2,958,434	\$5,781,970	\$ 333,878	\$ 2,486,979	\$ 3,007,669	\$5,828,527
City of Lynwood	\$ 5,223	\$ -	\$ -	\$5,223	\$ 5,328	\$ -	\$ -	\$5,328
City of Manhattan Beach	\$ 2,938	\$ 22,334	\$ 26,470	\$51,742	\$ 2,996	\$ 22,252	\$ 26,911	\$52,159
City of Maywood	\$ 1,904	\$ -	\$ -	\$1,904	\$ 1,942	\$ -	\$ -	\$1,942
City of Monrovia	\$ 3,898	\$ 29,664	\$ 35,157	\$68,719	\$ 3,976	\$ 29,554	\$ 35,742	\$69,273
City of Montebello	\$ 5,521	\$ 41,982	\$ 49,756	\$97,258	\$ 5,631	\$ 41,827	\$ 50,584	\$98,041
City of Monterey Park	\$ 5,288	\$ 40,209	\$ 47,655	\$93,152	\$ 5,394	\$ 40,060	\$ 48,448	\$93,902
City of Norwalk	\$ 8,399	\$ -	\$ -	\$8,399	\$ 8,567	\$ -	\$ -	\$8,567
City of Palmdale	\$ 31,103	\$ -	\$ -	\$31,103	\$ 31,725	\$ -	\$ -	\$31,725
City of Palos Verdes Estates	\$ 1,798	\$ 6,844	\$ 8,111	\$16,752	\$ 1,834	\$ 6,818	\$ 8,246	\$16,898
City of Paramount	\$ 4,279	\$ -	\$ -	\$4,279	\$ 4,365	\$ -	\$ -	\$4,365
City of Pasadena	\$ 12,952	\$ 98,509	\$ 116,750	\$228,211	\$ 13,211	\$ 98,145	\$ 118,693	\$230,049
City of Pico Rivera	\$ 5,650	\$ -	\$ -	\$5,650	\$ 5,763	\$ -	\$ -	\$5,763
City of Pomona	\$ 13,787	\$ 52,430	\$ 62,139	\$128,356	\$ 14,063	\$ 52,236	\$ 63,173	\$129,472
City of Ranchos Palos Verdes	\$ 5,301	\$ -	\$ -	\$5,301	\$ 5,407	\$ -	\$ -	\$5,407
City of Redondo Beach	\$ 5,329	\$ 40,510	\$ 48,012	\$93,852	\$ 5,436	\$ 40,361	\$ 48,811	\$94,607
City of Rolling Hills Estates	\$ 1,228	\$ -	\$ -	\$1,228	\$ 1,252	\$ -	\$ -	\$1,252
City of Rosemead	\$ 4,339	\$ -	\$ -	\$4,339	\$ 4,426	\$ -	\$ -	\$4,426
City of San Dimas	\$ 4,800	\$ -	\$ -	\$4,800	\$ 4,896	\$ -	\$ -	\$4,896
City of San Fernando	\$ 1,924	\$ 7,312	\$ 8,666	\$17,903	\$ 1,962	\$ 7,285	\$ 8,811	\$18,058
City of San Gabriel	\$ 3,264	\$ 24,814	\$ 29,409	\$57,486	\$ 3,329	\$ 24,722	\$ 29,898	\$57,949
City of San Marino	\$ 1,571	\$ 11,961	\$ 14,176	\$27,708	\$ 1,603	\$ 11,917	\$ 14,412	\$27,931
City of Santa Clarita	\$ 23,295	\$ -	\$ -	\$23,295	\$ 23,761	\$ -	\$ -	\$23,761
City of Santa Fe Springs	\$ 2,821	\$ 21,490	\$ 25,469	\$49,780	\$ 2,877	\$ 21,411	\$ 25,893	\$50,181
City of Santa Monica	\$ 7,205	\$ 54,769	\$ 64,910	\$126,884	\$ 7,349	\$ 54,566	\$ 65,991	\$127,906
City of Sierra Madre	\$ 1,270	\$ 9,668	\$ 11,458	\$22,396	\$ 1,296	\$ 9,632	\$ 11,649	\$22,577
City of Signal Hill	\$ 1,125	\$ 4,278	\$ 5,070	\$10,472	\$ 1,147	\$ 4,262	\$ 5,154	\$10,563
City of South El Monte	\$ 1,806	\$ -	\$ -	\$1,806	\$ 1,843	\$ -	\$ -	\$1,843
City of South Gate	\$ 7,216	\$ 27,423	\$ 32,501	\$67,140	\$ 7,361	\$ 27,321	\$ 33,042	\$67,724
City of South Pasadena	\$ 2,257	\$ 17,165	\$ 20,344	\$39,767	\$ 2,302	\$ 17,102	\$ 20,683	\$40,087
City of Temple City	\$ 2,989	\$ -	\$ -	\$2,989	\$ 3,049	\$ -	\$ -	\$3,049
City of Torrance	\$ 13,060	\$ 99,316	\$ 117,706	\$230,082	\$ 13,321	\$ 98,949	\$ 119,665	\$231,935
City of Vernon	\$ 1,064	\$ 23,511	\$ 27,865	\$52,440	\$ 1,086	\$ 23,424	\$ 28,328	\$52,838
City of Walnut	\$ 3,637	\$ -	\$ -	\$3,637	\$ 3,710	\$ -	\$ -	\$3,710
City of West Covina	\$ 9,754	\$ 74,181	\$ 87,918	\$171,853	\$ 9,949	\$ 73,907	\$ 89,381	\$173,237
City of Westlake Village	\$ 1,631	\$ -	\$ -	\$1,631	\$ 1,664	\$ -	\$ -	\$1,664
City of Whittier	\$ 8,191	\$ 31,154	\$ 36,923	\$76,268	\$ 8,355	\$ 31,039	\$ 37,537	\$76,931
County of Los Angeles	\$ 386,304	\$ 4,996,775	\$ 5,922,042	\$11,305,121	\$ 394,030	\$ 4,978,308	\$ 6,020,599	\$11,392,938
Inglewood Unified School District	\$ 290	\$ 2,200	\$ 2,608	\$5,098	\$ 296	\$ 2,192	\$ 2,651	\$5,139
Los Angeles Unified School District	\$ 15,071	\$ 114,433	\$ 135,623	\$265,127	\$ 15,372	\$ 114,010	\$ 137,880	\$267,262
UCLA	\$ 1,981	\$ 7,775	\$ 9,215	\$18,971	\$ 2,020	\$ 7,747	\$ 9,369	\$19,136
NON-MEMBER CITIES								
City of Cudahy	\$ 1,818	\$ -	\$ -	\$1,818	\$ 1,855	\$ -	\$ -	\$1,855
City of Diamond Bar	\$ 6,706	\$ -	\$ -	\$6,706	\$ 6,840	\$ -	\$ -	\$6,840
City of La Habra	\$ 2,582	\$ -	\$ -	\$2,582	\$ 2,634	\$ -	\$ -	\$2,634
City of Lomita	\$ 1,668	\$ -	\$ -	\$1,668	\$ 1,701	\$ -	\$ -	\$1,701
City of Malibu	\$ 4,869	\$ -	\$ -	\$4,869	\$ 4,967	\$ -	\$ -	\$4,967
City of Rolling Hills	\$ 733	\$ -	\$ -	\$733	\$ 747	\$ -	\$ -	\$747
City of West Hollywood	\$ 2,663	\$ -	\$ -	\$2,663	\$ 2,716	\$ -	\$ -	\$2,716
Total	\$ 1,234,633	\$ 9,423,819	\$ 11,168,853	\$ 21,827,305	\$ 1,259,326	\$ 9,388,990	\$ 11,354,730	\$ 22,003,046

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2026/27				FY 2027/28			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Agoura Hills	\$ 2,954	\$ -	\$ -	\$2,954	\$ 3,013	\$ -	\$ -	\$3,013
City of Alhambra	\$ 6,896	\$ 50,298	\$ 61,720	\$118,914	\$ 7,034	\$ 50,401	\$ 62,754	\$120,189
City of Arcadia	\$ 5,932	\$ 43,302	\$ 53,135	\$102,368	\$ 6,050	\$ 43,390	\$ 54,025	\$103,466
City of Artesia	\$ 1,391	\$ -	\$ -	\$1,391	\$ 1,419	\$ -	\$ -	\$1,419
City of Avalon	\$ 854	\$ 3,123	\$ 3,832	\$7,810	\$ 871	\$ 3,130	\$ 3,897	\$7,897
City of Azusa	\$ 4,972	\$ 18,150	\$ 22,271	\$45,393	\$ 5,072	\$ 18,187	\$ 22,644	\$45,903
City of Baldwin Park	\$ 6,220	\$ 22,684	\$ 27,836	\$56,741	\$ 6,345	\$ 22,731	\$ 28,302	\$57,378
City of Bell	\$ 2,793	\$ 10,183	\$ 12,495	\$25,470	\$ 2,849	\$ 10,204	\$ 12,704	\$25,756
City of Bell Gardens	\$ 3,185	\$ 11,610	\$ 14,247	\$29,042	\$ 3,249	\$ 11,634	\$ 14,486	\$29,368
City of Bellflower	\$ 6,162	\$ -	\$ -	\$6,162	\$ 6,285	\$ -	\$ -	\$6,285
City of Beverly Hills	\$ 3,379	\$ 24,659	\$ 30,259	\$58,296	\$ 3,446	\$ 24,709	\$ 30,766	\$58,921
City of Bradbury	\$ 486	\$ -	\$ -	\$486	\$ 495	\$ -	\$ -	\$495
City of Burbank	\$ 10,277	\$ 75,007	\$ 92,041	\$177,325	\$ 10,482	\$ 75,161	\$ 93,582	\$179,226
City of Calabasas	\$ 4,428	\$ -	\$ -	\$4,428	\$ 4,517	\$ -	\$ -	\$4,517
City of Carson	\$ 9,824	\$ -	\$ -	\$9,824	\$ 10,021	\$ -	\$ -	\$10,021
City of Cerritos	\$ 4,989	\$ -	\$ -	\$4,989	\$ 5,088	\$ -	\$ -	\$5,088
City of Claremont	\$ 5,098	\$ 18,625	\$ 22,854	\$46,577	\$ 5,200	\$ 18,663	\$ 23,237	\$47,100
City of Commerce	\$ 2,210	\$ -	\$ -	\$2,210	\$ 2,254	\$ -	\$ -	\$2,254
City of Compton	\$ 8,266	\$ 30,150	\$ 36,997	\$75,413	\$ 8,432	\$ 30,212	\$ 37,616	\$76,259
City of Covina	\$ 4,528	\$ 16,521	\$ 20,273	\$41,322	\$ 4,618	\$ 16,555	\$ 20,613	\$41,786
City of Culver City	\$ 3,552	\$ 25,915	\$ 31,801	\$61,268	\$ 3,623	\$ 25,968	\$ 32,333	\$61,924
City of Downey	\$ 9,747	\$ 71,104	\$ 87,251	\$168,102	\$ 9,942	\$ 71,250	\$ 88,713	\$169,905
City of Duarte	\$ 2,138	\$ -	\$ -	\$2,138	\$ 2,180	\$ -	\$ -	\$2,180
City of El Monte	\$ 9,224	\$ 33,635	\$ 41,273	\$84,131	\$ 9,408	\$ 33,704	\$ 41,964	\$85,076
City of El Segundo	\$ 2,214	\$ 16,173	\$ 19,846	\$38,234	\$ 2,258	\$ 16,207	\$ 20,179	\$38,643
City of Gardena	\$ 4,972	\$ 18,135	\$ 22,253	\$45,360	\$ 5,072	\$ 18,172	\$ 22,626	\$45,869
City of Glendale	\$ 18,437	\$ 134,548	\$ 165,103	\$318,088	\$ 18,805	\$ 134,824	\$ 167,869	\$321,498
City of Glendora	\$ 6,302	\$ 23,014	\$ 28,240	\$57,556	\$ 6,428	\$ 23,061	\$ 28,713	\$58,202
City of Hawaiian Gardens	\$ 1,104	\$ -	\$ -	\$1,104	\$ 1,126	\$ -	\$ -	\$1,126
City of Hawthorne	\$ 6,653	\$ 24,256	\$ 29,764	\$60,672	\$ 6,786	\$ 24,305	\$ 30,262	\$61,353
City of Hermosa Beach	\$ 1,543	\$ 11,250	\$ 13,804	\$26,596	\$ 1,574	\$ 11,273	\$ 14,035	\$26,882
City of Hidden Hills	\$ 478	\$ -	\$ -	\$478	\$ 488	\$ -	\$ -	\$488
City of Huntington Park	\$ 4,315	\$ 15,730	\$ 19,303	\$39,348	\$ 4,402	\$ 15,763	\$ 19,626	\$39,790
City of Industry	\$ 2,598	\$ -	\$ -	\$2,598	\$ 2,650	\$ -	\$ -	\$2,650
City of Inglewood	\$ 8,907	\$ 32,478	\$ 39,853	\$81,238	\$ 9,085	\$ 32,545	\$ 40,521	\$82,150
City of Irwindale	\$ 2,146	\$ 7,856	\$ 9,640	\$19,642	\$ 2,189	\$ 7,872	\$ 9,802	\$19,862
City of La Canada Flintridge	\$ 3,043	\$ -	\$ -	\$3,043	\$ 3,104	\$ -	\$ -	\$3,104
City of La Habra Heights	\$ 1,652	\$ 6,043	\$ 7,415	\$15,110	\$ 1,685	\$ 6,055	\$ 7,539	\$15,279
City of La Mirada	\$ 4,741	\$ -	\$ -	\$4,741	\$ 4,836	\$ -	\$ -	\$4,836
City of La Puente	\$ 3,259	\$ -	\$ -	\$3,259	\$ 3,324	\$ -	\$ -	\$3,324
City of La Verne	\$ 3,667	\$ 26,780	\$ 32,862	\$63,310	\$ 3,741	\$ 26,835	\$ 33,412	\$63,988
City of Lakewood	\$ 7,078	\$ -	\$ -	\$7,078	\$ 7,220	\$ -	\$ -	\$7,220
City of Lancaster	\$ 30,112	\$ -	\$ -	\$30,112	\$ 30,714	\$ -	\$ -	\$30,714
City of Lawndale	\$ 2,490	\$ -	\$ -	\$2,490	\$ 2,540	\$ -	\$ -	\$2,540
City of Long Beach	\$ 40,283	\$ 293,872	\$ 360,608	\$694,763	\$ 41,089	\$ 294,474	\$ 366,649	\$702,211

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2026/27				FY 2027/28			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 340,556	\$ 2,491,983	\$ 3,057,890	\$5,890,429	\$ 347,367	\$ 2,497,087	\$ 3,109,114	\$5,953,568
City of Lynwood	\$ 5,434	\$ -	\$ -	\$5,434	\$ 5,543	\$ -	\$ -	\$5,543
City of Manhattan Beach	\$ 3,056	\$ 22,297	\$ 27,360	\$52,713	\$ 3,117	\$ 22,342	\$ 27,818	\$53,278
City of Maywood	\$ 1,981	\$ -	\$ -	\$1,981	\$ 2,021	\$ -	\$ -	\$2,021
City of Monrovia	\$ 4,056	\$ 29,614	\$ 36,339	\$70,009	\$ 4,137	\$ 29,674	\$ 36,948	\$70,759
City of Montebello	\$ 5,744	\$ 41,911	\$ 51,428	\$99,083	\$ 5,859	\$ 41,997	\$ 52,290	\$100,145
City of Monterey Park	\$ 5,502	\$ 40,141	\$ 49,257	\$94,899	\$ 5,612	\$ 40,223	\$ 50,082	\$95,917
City of Norwalk	\$ 8,738	\$ -	\$ -	\$8,738	\$ 8,913	\$ -	\$ -	\$8,913
City of Palmdale	\$ 32,359	\$ -	\$ -	\$32,359	\$ 33,006	\$ -	\$ -	\$33,006
City of Palos Verdes Estates	\$ 1,870	\$ 6,832	\$ 8,384	\$17,086	\$ 1,908	\$ 6,846	\$ 8,524	\$17,278
City of Paramount	\$ 4,452	\$ -	\$ -	\$4,452	\$ 4,541	\$ -	\$ -	\$4,541
City of Pasadena	\$ 13,475	\$ 98,343	\$ 120,675	\$232,493	\$ 13,744	\$ 98,544	\$ 122,697	\$234,985
City of Pico Rivera	\$ 5,878	\$ -	\$ -	\$5,878	\$ 5,996	\$ -	\$ -	\$5,996
City of Pomona	\$ 14,344	\$ 52,341	\$ 64,228	\$130,913	\$ 14,631	\$ 52,449	\$ 65,303	\$132,383
City of Ranchos Palos Verdes	\$ 5,515	\$ -	\$ -	\$5,515	\$ 5,626	\$ -	\$ -	\$5,626
City of Redondo Beach	\$ 5,545	\$ 40,442	\$ 49,626	\$95,612	\$ 5,656	\$ 40,525	\$ 50,457	\$96,637
City of Rolling Hills Estates	\$ 1,277	\$ -	\$ -	\$1,277	\$ 1,303	\$ -	\$ -	\$1,303
City of Rosemead	\$ 4,515	\$ -	\$ -	\$4,515	\$ 4,605	\$ -	\$ -	\$4,605
City of San Dimas	\$ 4,993	\$ -	\$ -	\$4,993	\$ 5,093	\$ -	\$ -	\$5,093
City of San Fernando	\$ 2,002	\$ 7,300	\$ 8,958	\$18,259	\$ 2,042	\$ 7,315	\$ 9,108	\$18,464
City of San Gabriel	\$ 3,396	\$ 24,772	\$ 30,397	\$58,565	\$ 3,464	\$ 24,822	\$ 30,906	\$59,193
City of San Marino	\$ 1,635	\$ 11,941	\$ 14,652	\$28,228	\$ 1,668	\$ 11,965	\$ 14,898	\$28,530
City of Santa Clarita	\$ 24,236	\$ -	\$ -	\$24,236	\$ 24,721	\$ -	\$ -	\$24,721
City of Santa Fe Springs	\$ 2,935	\$ 21,454	\$ 26,326	\$50,714	\$ 2,994	\$ 21,498	\$ 26,767	\$51,258
City of Santa Monica	\$ 7,496	\$ 54,676	\$ 67,093	\$129,265	\$ 7,646	\$ 54,788	\$ 68,216	\$130,650
City of Sierra Madre	\$ 1,322	\$ 9,652	\$ 11,843	\$22,816	\$ 1,348	\$ 9,671	\$ 12,042	\$23,061
City of Signal Hill	\$ 1,170	\$ 4,271	\$ 5,240	\$10,681	\$ 1,193	\$ 4,279	\$ 5,328	\$10,801
City of South El Monte	\$ 1,879	\$ -	\$ -	\$1,879	\$ 1,917	\$ -	\$ -	\$1,917
City of South Gate	\$ 7,508	\$ 27,376	\$ 33,593	\$68,478	\$ 7,658	\$ 27,432	\$ 34,156	\$69,247
City of South Pasadena	\$ 2,349	\$ 17,136	\$ 21,028	\$40,513	\$ 2,396	\$ 17,172	\$ 21,380	\$40,947
City of Temple City	\$ 3,110	\$ -	\$ -	\$3,110	\$ 3,172	\$ -	\$ -	\$3,172
City of Torrance	\$ 13,587	\$ 99,148	\$ 121,663	\$234,398	\$ 13,859	\$ 99,351	\$ 123,701	\$236,911
City of Vernon	\$ 1,107	\$ 23,471	\$ 28,801	\$53,380	\$ 1,129	\$ 23,519	\$ 29,284	\$53,932
City of Walnut	\$ 3,784	\$ -	\$ -	\$3,784	\$ 3,860	\$ -	\$ -	\$3,860
City of West Covina	\$ 10,148	\$ 74,056	\$ 90,873	\$175,077	\$ 10,351	\$ 74,208	\$ 92,396	\$176,954
City of Westlake Village	\$ 1,697	\$ -	\$ -	\$1,697	\$ 1,731	\$ -	\$ -	\$1,731
City of Whittier	\$ 8,522	\$ 31,101	\$ 38,164	\$77,787	\$ 8,693	\$ 31,165	\$ 38,803	\$78,661
County of Los Angeles	\$ 401,911	\$ 4,988,324	\$ 6,121,128	\$11,511,363	\$ 409,949	\$ 4,998,541	\$ 6,223,666	\$11,632,156
Inglewood Unified School District	\$ 301	\$ 2,196	\$ 2,695	\$5,193	\$ 308	\$ 2,201	\$ 2,740	\$5,249
Los Angeles Unified School District	\$ 15,680	\$ 114,239	\$ 140,182	\$270,101	\$ 15,993	\$ 114,473	\$ 142,530	\$272,997
UCLA	\$ 2,061	\$ 7,762	\$ 9,525	\$19,348	\$ 2,102	\$ 7,778	\$ 9,685	\$19,565
NON-MEMBER CITIES								
City of Cudahy	\$ 1,892	\$ -	\$ -	\$1,892	\$ 1,930	\$ -	\$ -	\$1,930
City of Diamond Bar	\$ 6,977	\$ -	\$ -	\$6,977	\$ 7,116	\$ -	\$ -	\$7,116
City of La Habra	\$ 2,687	\$ -	\$ -	\$2,687	\$ 2,740	\$ -	\$ -	\$2,740
City of Lomita	\$ 1,735	\$ -	\$ -	\$1,735	\$ 1,770	\$ -	\$ -	\$1,770
City of Malibu	\$ 5,066	\$ -	\$ -	\$5,066	\$ 5,167	\$ -	\$ -	\$5,167
City of Rolling Hills	\$ 762	\$ -	\$ -	\$762	\$ 777	\$ -	\$ -	\$777
City of West Hollywood	\$ 2,770	\$ -	\$ -	\$2,770	\$ 2,826	\$ -	\$ -	\$2,826
Total	\$ 1,284,512	\$ 9,407,880	\$ 11,544,325	\$ 22,236,717	\$ 1,310,202	\$ 9,427,148	\$ 11,737,711	\$ 22,475,061

AGENDA ITEM F - ATTACHMENT

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2028/29				FY 2029/30			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Agoura Hills	\$ 3,073	\$ -	\$ -	\$3,073	\$ 3,135	\$ -	\$ -	\$3,135
City of Alhambra	\$ 7,175	\$ 50,221	\$ 63,809	\$121,204	\$ 7,318	\$ 50,328	\$ 64,884	\$122,531
City of Arcadia	\$ 6,171	\$ 43,235	\$ 54,933	\$104,340	\$ 6,295	\$ 43,328	\$ 55,859	\$105,481
City of Artesia	\$ 1,447	\$ -	\$ -	\$1,447	\$ 1,476	\$ -	\$ -	\$1,476
City of Avalon	\$ 889	\$ 3,118	\$ 3,962	\$7,969	\$ 906	\$ 3,125	\$ 4,029	\$8,060
City of Azusa	\$ 5,173	\$ 18,122	\$ 23,025	\$46,320	\$ 5,276	\$ 18,160	\$ 23,413	\$46,850
City of Baldwin Park	\$ 6,472	\$ 22,650	\$ 28,778	\$57,899	\$ 6,601	\$ 22,698	\$ 29,263	\$58,562
City of Bell	\$ 2,906	\$ 10,167	\$ 12,918	\$25,990	\$ 2,964	\$ 10,189	\$ 13,136	\$26,288
City of Bell Gardens	\$ 3,314	\$ 11,593	\$ 14,729	\$29,635	\$ 3,380	\$ 11,617	\$ 14,977	\$29,974
City of Bellflower	\$ 6,410	\$ -	\$ -	\$6,410	\$ 6,539	\$ -	\$ -	\$6,539
City of Beverly Hills	\$ 3,515	\$ 24,621	\$ 31,283	\$59,419	\$ 3,585	\$ 24,674	\$ 31,810	\$60,069
City of Bradbury	\$ 505	\$ -	\$ -	\$505	\$ 515	\$ -	\$ -	\$515
City of Burbank	\$ 10,692	\$ 74,892	\$ 95,155	\$180,739	\$ 10,906	\$ 75,052	\$ 96,759	\$182,717
City of Calabasas	\$ 4,607	\$ -	\$ -	\$4,607	\$ 4,699	\$ -	\$ -	\$4,699
City of Carson	\$ 10,221	\$ -	\$ -	\$10,221	\$ 10,426	\$ -	\$ -	\$10,426
City of Cerritos	\$ 5,190	\$ -	\$ -	\$5,190	\$ 5,294	\$ -	\$ -	\$5,294
City of Claremont	\$ 5,304	\$ 18,596	\$ 23,628	\$47,528	\$ 5,410	\$ 18,636	\$ 24,026	\$48,072
City of Commerce	\$ 2,299	\$ -	\$ -	\$2,299	\$ 2,345	\$ -	\$ -	\$2,345
City of Compton	\$ 8,600	\$ 30,104	\$ 38,248	\$76,952	\$ 8,772	\$ 30,168	\$ 38,893	\$77,833
City of Covina	\$ 4,711	\$ 16,496	\$ 20,959	\$42,166	\$ 4,805	\$ 16,531	\$ 21,312	\$42,649
City of Culver City	\$ 3,695	\$ 25,876	\$ 32,877	\$62,447	\$ 3,769	\$ 25,931	\$ 33,431	\$63,131
City of Downey	\$ 10,140	\$ 70,995	\$ 90,204	\$171,340	\$ 10,343	\$ 71,147	\$ 91,725	\$173,215
City of Duarte	\$ 2,224	\$ -	\$ -	\$2,224	\$ 2,269	\$ -	\$ -	\$2,269
City of El Monte	\$ 9,596	\$ 33,583	\$ 42,670	\$85,849	\$ 9,788	\$ 33,655	\$ 43,389	\$86,832
City of El Segundo	\$ 2,303	\$ 16,149	\$ 20,518	\$38,970	\$ 2,349	\$ 16,183	\$ 20,864	\$39,396
City of Gardena	\$ 5,173	\$ 18,107	\$ 23,006	\$46,286	\$ 5,277	\$ 18,146	\$ 23,394	\$46,816
City of Glendale	\$ 19,181	\$ 134,342	\$ 170,690	\$324,213	\$ 19,565	\$ 134,629	\$ 173,567	\$327,761
City of Glendora	\$ 6,556	\$ 22,979	\$ 29,196	\$58,730	\$ 6,687	\$ 23,028	\$ 29,688	\$59,403
City of Hawaiian Gardens	\$ 1,149	\$ -	\$ -	\$1,149	\$ 1,172	\$ -	\$ -	\$1,172
City of Hawthorne	\$ 6,921	\$ 24,218	\$ 30,771	\$61,911	\$ 7,060	\$ 24,270	\$ 31,290	\$62,620
City of Hermosa Beach	\$ 1,605	\$ 11,232	\$ 14,271	\$27,109	\$ 1,637	\$ 11,256	\$ 14,512	\$27,405
City of Hidden Hills	\$ 497	\$ -	\$ -	\$497	\$ 507	\$ -	\$ -	\$507
City of Huntington Park	\$ 4,490	\$ 15,706	\$ 19,956	\$40,152	\$ 4,580	\$ 15,740	\$ 20,292	\$40,612
City of Industry	\$ 2,703	\$ -	\$ -	\$2,703	\$ 2,757	\$ -	\$ -	\$2,757
City of Inglewood	\$ 9,266	\$ 32,428	\$ 41,202	\$82,897	\$ 9,452	\$ 32,497	\$ 41,897	\$83,846
City of Irwindale	\$ 2,232	\$ 7,844	\$ 9,966	\$20,043	\$ 2,277	\$ 7,861	\$ 10,134	\$20,272
City of La Canada Flintridge	\$ 3,166	\$ -	\$ -	\$3,166	\$ 3,229	\$ -	\$ -	\$3,229
City of La Habra Heights	\$ 1,719	\$ 6,034	\$ 7,666	\$15,418	\$ 1,753	\$ 6,046	\$ 7,795	\$15,595
City of La Mirada	\$ 4,933	\$ -	\$ -	\$4,933	\$ 5,031	\$ -	\$ -	\$5,031
City of La Puente	\$ 3,391	\$ -	\$ -	\$3,391	\$ 3,459	\$ -	\$ -	\$3,459
City of La Verne	\$ 3,815	\$ 26,739	\$ 33,974	\$64,529	\$ 3,892	\$ 26,796	\$ 34,547	\$65,235
City of Lakewood	\$ 7,364	\$ -	\$ -	\$7,364	\$ 7,511	\$ -	\$ -	\$7,511
City of Lancaster	\$ 31,329	\$ -	\$ -	\$31,329	\$ 31,955	\$ -	\$ -	\$31,955
City of Lawndale	\$ 2,591	\$ -	\$ -	\$2,591	\$ 2,643	\$ -	\$ -	\$2,643
City of Long Beach	\$ 41,910	\$ 293,421	\$ 372,810	\$708,142	\$ 42,749	\$ 294,048	\$ 379,095	\$715,891

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2028/29				FY 2029/30			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 354,314	\$ 2,488,161	\$ 3,161,363	\$6,003,839	\$ 361,401	\$ 2,493,471	\$ 3,214,658	\$6,069,530
City of Lynwood	\$ 5,654	\$ -	\$ -	\$5,654	\$ 5,767	\$ -	\$ -	\$5,767
City of Manhattan Beach	\$ 3,180	\$ 22,262	\$ 28,286	\$53,728	\$ 3,243	\$ 22,310	\$ 28,763	\$54,316
City of Maywood	\$ 2,061	\$ -	\$ -	\$2,061	\$ 2,102	\$ -	\$ -	\$2,102
City of Monrovia	\$ 4,220	\$ 29,568	\$ 37,569	\$71,357	\$ 4,304	\$ 29,632	\$ 38,202	\$72,138
City of Montebello	\$ 5,976	\$ 41,846	\$ 53,169	\$100,991	\$ 6,095	\$ 41,936	\$ 54,065	\$102,096
City of Monterey Park	\$ 5,724	\$ 40,079	\$ 50,923	\$96,727	\$ 5,838	\$ 40,165	\$ 51,782	\$97,785
City of Norwalk	\$ 9,091	\$ -	\$ -	\$9,091	\$ 9,273	\$ -	\$ -	\$9,273
City of Palmdale	\$ 33,667	\$ -	\$ -	\$33,667	\$ 34,340	\$ -	\$ -	\$34,340
City of Palos Verdes Estates	\$ 1,946	\$ 6,822	\$ 8,667	\$17,435	\$ 1,985	\$ 6,836	\$ 8,813	\$17,634
City of Paramount	\$ 4,632	\$ -	\$ -	\$4,632	\$ 4,724	\$ -	\$ -	\$4,724
City of Pasadena	\$ 14,019	\$ 98,192	\$ 124,759	\$236,970	\$ 14,300	\$ 98,401	\$ 126,862	\$239,563
City of Pico Rivera	\$ 6,116	\$ -	\$ -	\$6,116	\$ 6,238	\$ -	\$ -	\$6,238
City of Pomona	\$ 14,924	\$ 52,261	\$ 66,401	\$133,586	\$ 15,222	\$ 52,373	\$ 67,520	\$135,115
City of Ranchos Palos Verdes	\$ 5,738	\$ -	\$ -	\$5,738	\$ 5,853	\$ -	\$ -	\$5,853
City of Redondo Beach	\$ 5,769	\$ 40,380	\$ 51,305	\$97,454	\$ 5,884	\$ 40,466	\$ 52,170	\$98,520
City of Rolling Hills Estates	\$ 1,329	\$ -	\$ -	\$1,329	\$ 1,356	\$ -	\$ -	\$1,356
City of Rosemead	\$ 4,697	\$ -	\$ -	\$4,697	\$ 4,791	\$ -	\$ -	\$4,791
City of San Dimas	\$ 5,195	\$ -	\$ -	\$5,195	\$ 5,299	\$ -	\$ -	\$5,299
City of San Fernando	\$ 2,082	\$ 7,289	\$ 9,261	\$18,632	\$ 2,124	\$ 7,304	\$ 9,417	\$18,845
City of San Gabriel	\$ 3,533	\$ 24,734	\$ 31,426	\$59,693	\$ 3,604	\$ 24,787	\$ 31,956	\$60,346
City of San Marino	\$ 1,701	\$ 11,922	\$ 15,148	\$28,771	\$ 1,735	\$ 11,948	\$ 15,403	\$29,086
City of Santa Clarita	\$ 25,215	\$ -	\$ -	\$25,215	\$ 25,719	\$ -	\$ -	\$25,719
City of Santa Fe Springs	\$ 3,053	\$ 21,421	\$ 27,216	\$51,690	\$ 3,114	\$ 21,466	\$ 27,675	\$52,256
City of Santa Monica	\$ 7,799	\$ 54,592	\$ 69,363	\$131,754	\$ 7,955	\$ 54,709	\$ 70,532	\$133,196
City of Sierra Madre	\$ 1,375	\$ 9,637	\$ 12,244	\$23,256	\$ 1,402	\$ 9,657	\$ 12,450	\$23,510
City of Signal Hill	\$ 1,217	\$ 4,264	\$ 5,418	\$10,899	\$ 1,242	\$ 4,273	\$ 5,509	\$11,024
City of South El Monte	\$ 1,955	\$ -	\$ -	\$1,955	\$ 1,994	\$ -	\$ -	\$1,994
City of South Gate	\$ 7,811	\$ 27,334	\$ 34,730	\$69,876	\$ 7,967	\$ 27,393	\$ 35,315	\$70,676
City of South Pasadena	\$ 2,443	\$ 17,110	\$ 21,740	\$41,293	\$ 2,492	\$ 17,147	\$ 22,106	\$41,745
City of Temple City	\$ 3,236	\$ -	\$ -	\$3,236	\$ 3,300	\$ -	\$ -	\$3,300
City of Torrance	\$ 14,136	\$ 98,996	\$ 125,780	\$238,912	\$ 14,419	\$ 99,207	\$ 127,901	\$241,527
City of Vernon	\$ 1,152	\$ 23,435	\$ 29,776	\$54,363	\$ 1,175	\$ 23,485	\$ 30,278	\$54,938
City of Walnut	\$ 3,937	\$ -	\$ -	\$3,937	\$ 4,016	\$ -	\$ -	\$4,016
City of West Covina	\$ 10,558	\$ 73,942	\$ 93,948	\$178,449	\$ 10,769	\$ 74,100	\$ 95,532	\$180,401
City of Westlake Village	\$ 1,766	\$ -	\$ -	\$1,766	\$ 1,801	\$ -	\$ -	\$1,801
City of Whittier	\$ 8,866	\$ 31,053	\$ 39,455	\$79,375	\$ 9,044	\$ 31,120	\$ 40,120	\$80,284
County of Los Angeles	\$ 418,148	\$ 4,980,675	\$ 6,328,256	\$11,727,078	\$ 426,511	\$ 4,991,304	\$ 6,434,937	\$11,852,752
Inglewood Unified School District	\$ 314	\$ 2,193	\$ 2,786	\$5,293	\$ 320	\$ 2,198	\$ 2,833	\$5,351
Los Angeles Unified School District	\$ 16,313	\$ 114,064	\$ 144,926	\$275,303	\$ 16,640	\$ 114,308	\$ 147,369	\$278,316
UCLA	\$ 2,144	\$ 7,750	\$ 9,847	\$19,742	\$ 2,187	\$ 7,767	\$ 10,013	\$19,967
NON-MEMBER CITIES								
City of Cudahy	\$ 1,968	\$ -	\$ -	\$1,968	\$ 2,008	\$ -	\$ -	\$2,008
City of Diamond Bar	\$ 7,259	\$ -	\$ -	\$7,259	\$ 7,404	\$ -	\$ -	\$7,404
City of La Habra	\$ 2,795	\$ -	\$ -	\$2,795	\$ 2,851	\$ -	\$ -	\$2,851
City of Lomita	\$ 1,806	\$ -	\$ -	\$1,806	\$ 1,842	\$ -	\$ -	\$1,842
City of Malibu	\$ 5,271	\$ -	\$ -	\$5,271	\$ 5,376	\$ -	\$ -	\$5,376
City of Rolling Hills	\$ 793	\$ -	\$ -	\$793	\$ 809	\$ -	\$ -	\$809
City of West Hollywood	\$ 2,882	\$ -	\$ -	\$2,882	\$ 2,940	\$ -	\$ -	\$2,940
Total	\$ 1,336,406	\$ 9,393,453	\$ 11,934,965	\$ 22,664,824	\$ 1,363,135	\$ 9,413,499	\$ 12,136,164	\$ 22,912,797

AGENDA ITEM F - ATTACHMENT

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2030/31				FY 2031/32			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Agoura Hills	\$ 3,198	\$ -	\$ -	\$3,198	\$ 3,262	\$ -	\$ -	\$3,262
City of Alhambra	\$ 7,465	\$ 50,437	\$ 55,957	\$113,859	\$ 7,614	\$ 50,549	\$ 57,076	\$115,239
City of Arcadia	\$ 6,421	\$ 43,422	\$ 48,174	\$98,016	\$ 6,549	\$ 43,518	\$ 49,137	\$99,204
City of Artesia	\$ 1,505	\$ -	\$ -	\$1,505	\$ 1,536	\$ -	\$ -	\$1,536
City of Avalon	\$ 925	\$ 3,132	\$ 3,475	\$7,531	\$ 943	\$ 3,139	\$ 3,544	\$7,626
City of Azusa	\$ 5,382	\$ 18,200	\$ 20,192	\$43,773	\$ 5,490	\$ 18,240	\$ 20,595	\$44,325
City of Baldwin Park	\$ 6,733	\$ 22,747	\$ 25,237	\$54,717	\$ 6,868	\$ 22,798	\$ 25,741	\$55,407
City of Bell	\$ 3,023	\$ 10,211	\$ 11,328	\$24,562	\$ 3,083	\$ 10,233	\$ 11,555	\$24,872
City of Bell Gardens	\$ 3,447	\$ 11,642	\$ 12,917	\$28,007	\$ 3,516	\$ 11,668	\$ 13,175	\$28,360
City of Bellflower	\$ 6,669	\$ -	\$ -	\$6,669	\$ 6,803	\$ -	\$ -	\$6,803
City of Beverly Hills	\$ 3,657	\$ 24,727	\$ 27,433	\$55,817	\$ 3,730	\$ 24,782	\$ 27,982	\$56,494
City of Bradbury	\$ 526	\$ -	\$ -	\$526	\$ 536	\$ -	\$ -	\$536
City of Burbank	\$ 11,124	\$ 75,215	\$ 83,446	\$169,785	\$ 11,346	\$ 75,381	\$ 85,115	\$171,843
City of Calabasas	\$ 4,793	\$ -	\$ -	\$4,793	\$ 4,889	\$ -	\$ -	\$4,889
City of Carson	\$ 10,634	\$ -	\$ -	\$10,634	\$ 10,847	\$ -	\$ -	\$10,847
City of Cerritos	\$ 5,400	\$ -	\$ -	\$5,400	\$ 5,508	\$ -	\$ -	\$5,508
City of Claremont	\$ 5,518	\$ 18,676	\$ 20,720	\$44,915	\$ 5,629	\$ 18,718	\$ 21,135	\$45,481
City of Commerce	\$ 2,392	\$ -	\$ -	\$2,392	\$ 2,439	\$ -	\$ -	\$2,439
City of Compton	\$ 8,948	\$ 30,233	\$ 33,542	\$72,723	\$ 9,127	\$ 30,300	\$ 34,213	\$73,640
City of Covina	\$ 4,901	\$ 16,567	\$ 18,380	\$39,848	\$ 4,999	\$ 16,604	\$ 18,748	\$40,351
City of Culver City	\$ 3,844	\$ 25,987	\$ 28,831	\$58,663	\$ 3,921	\$ 26,045	\$ 29,408	\$59,374
City of Downey	\$ 10,550	\$ 71,301	\$ 79,104	\$160,956	\$ 10,761	\$ 71,459	\$ 80,686	\$162,906
City of Duarte	\$ 2,314	\$ -	\$ -	\$2,314	\$ 2,360	\$ -	\$ -	\$2,360
City of El Monte	\$ 9,984	\$ 33,728	\$ 37,419	\$81,131	\$ 10,184	\$ 33,803	\$ 38,167	\$82,154
City of El Segundo	\$ 2,396	\$ 16,218	\$ 17,993	\$36,608	\$ 2,444	\$ 16,254	\$ 18,353	\$37,051
City of Gardena	\$ 5,382	\$ 18,185	\$ 20,175	\$43,742	\$ 5,490	\$ 18,225	\$ 20,579	\$44,294
City of Glendale	\$ 19,956	\$ 134,921	\$ 149,687	\$304,564	\$ 20,355	\$ 135,219	\$ 152,680	\$308,255
City of Glendora	\$ 6,821	\$ 23,078	\$ 25,603	\$55,502	\$ 6,958	\$ 23,129	\$ 26,115	\$56,201
City of Hawaiian Gardens	\$ 1,195	\$ -	\$ -	\$1,195	\$ 1,219	\$ -	\$ -	\$1,219
City of Hawthorne	\$ 7,201	\$ 24,323	\$ 26,985	\$58,508	\$ 7,345	\$ 24,377	\$ 27,524	\$59,246
City of Hermosa Beach	\$ 1,670	\$ 11,281	\$ 12,515	\$25,466	\$ 1,703	\$ 11,306	\$ 12,766	\$25,774
City of Hidden Hills	\$ 517	\$ -	\$ -	\$517	\$ 528	\$ -	\$ -	\$528
City of Huntington Park	\$ 4,671	\$ 15,774	\$ 17,500	\$37,945	\$ 4,765	\$ 15,809	\$ 17,850	\$38,424
City of Industry	\$ 2,812	\$ -	\$ -	\$2,812	\$ 2,868	\$ -	\$ -	\$2,868
City of Inglewood	\$ 9,641	\$ 32,568	\$ 36,132	\$78,341	\$ 9,834	\$ 32,640	\$ 36,855	\$79,328
City of Irwindale	\$ 2,323	\$ 7,878	\$ 8,740	\$18,940	\$ 2,369	\$ 7,895	\$ 8,915	\$19,179
City of La Canada Flintridge	\$ 3,294	\$ -	\$ -	\$3,294	\$ 3,360	\$ -	\$ -	\$3,360
City of La Habra Heights	\$ 1,788	\$ 6,060	\$ 6,723	\$14,570	\$ 1,824	\$ 6,073	\$ 6,857	\$14,754
City of La Mirada	\$ 5,132	\$ -	\$ -	\$5,132	\$ 5,235	\$ -	\$ -	\$5,235
City of La Puente	\$ 3,528	\$ -	\$ -	\$3,528	\$ 3,598	\$ -	\$ -	\$3,598
City of La Verne	\$ 3,970	\$ 26,855	\$ 29,793	\$60,618	\$ 4,049	\$ 26,914	\$ 30,389	\$61,352
City of Lakewood	\$ 7,662	\$ -	\$ -	\$7,662	\$ 7,815	\$ -	\$ -	\$7,815
City of Lancaster	\$ 32,594	\$ -	\$ -	\$32,594	\$ 33,246	\$ -	\$ -	\$33,246
City of Lawndale	\$ 2,696	\$ -	\$ -	\$2,696	\$ 2,750	\$ -	\$ -	\$2,750
City of Long Beach	\$ 43,604	\$ 294,686	\$ 326,936	\$665,226	\$ 44,476	\$ 295,338	\$ 333,475	\$673,288

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost	FY 2030/31				FY 2031/32			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$ 368,629	\$ 2,498,887	\$ 2,772,360	\$5,639,876	\$ 376,001	\$ 2,504,412	\$ 2,827,807	\$5,708,220
City of Lynwood	\$ 5,882	\$ -	\$ -	\$5,882	\$ 6,000	\$ -	\$ -	\$6,000
City of Manhattan Beach	\$ 3,308	\$ 22,358	\$ 24,805	\$50,472	\$ 3,374	\$ 22,408	\$ 25,301	\$51,083
City of Maywood	\$ 2,144	\$ -	\$ -	\$2,144	\$ 2,187	\$ -	\$ -	\$2,187
City of Monrovia	\$ 4,390	\$ 29,696	\$ 32,946	\$67,032	\$ 4,478	\$ 29,762	\$ 33,605	\$67,844
City of Montebello	\$ 6,217	\$ 42,027	\$ 46,626	\$94,870	\$ 6,342	\$ 42,120	\$ 47,559	\$96,020
City of Monterey Park	\$ 5,955	\$ 40,252	\$ 44,657	\$90,865	\$ 6,074	\$ 40,341	\$ 45,551	\$91,966
City of Norwalk	\$ 9,459	\$ -	\$ -	\$9,459	\$ 9,648	\$ -	\$ -	\$9,648
City of Palmdale	\$ 35,027	\$ -	\$ -	\$35,027	\$ 35,727	\$ -	\$ -	\$35,727
City of Palos Verdes Estates	\$ 2,024	\$ 6,851	\$ 7,601	\$16,476	\$ 2,065	\$ 6,866	\$ 7,753	\$16,684
City of Paramount	\$ 4,819	\$ -	\$ -	\$4,819	\$ 4,915	\$ -	\$ -	\$4,915
City of Pasadena	\$ 14,586	\$ 98,615	\$ 109,407	\$222,608	\$ 14,877	\$ 98,833	\$ 111,595	\$225,306
City of Pico Rivera	\$ 6,363	\$ -	\$ -	\$6,363	\$ 6,490	\$ -	\$ -	\$6,490
City of Pomona	\$ 15,527	\$ 52,486	\$ 58,230	\$126,243	\$ 15,837	\$ 52,602	\$ 59,395	\$127,834
City of Ranchos Palos Verdes	\$ 5,970	\$ -	\$ -	\$5,970	\$ 6,090	\$ -	\$ -	\$6,090
City of Redondo Beach	\$ 6,002	\$ 40,554	\$ 44,992	\$91,548	\$ 6,122	\$ 40,644	\$ 45,892	\$92,657
City of Rolling Hills Estates	\$ 1,383	\$ -	\$ -	\$1,383	\$ 1,410	\$ -	\$ -	\$1,410
City of Rosemead	\$ 4,887	\$ -	\$ -	\$4,887	\$ 4,985	\$ -	\$ -	\$4,985
City of San Dimas	\$ 5,405	\$ -	\$ -	\$5,405	\$ 5,513	\$ -	\$ -	\$5,513
City of San Fernando	\$ 2,167	\$ 7,320	\$ 8,121	\$17,608	\$ 2,210	\$ 7,336	\$ 8,284	\$17,830
City of San Gabriel	\$ 3,676	\$ 24,840	\$ 27,559	\$56,075	\$ 3,749	\$ 24,895	\$ 28,110	\$56,755
City of San Marino	\$ 1,770	\$ 11,974	\$ 13,284	\$27,027	\$ 1,805	\$ 12,000	\$ 13,550	\$27,355
City of Santa Clarita	\$ 26,234	\$ -	\$ -	\$26,234	\$ 26,758	\$ -	\$ -	\$26,758
City of Santa Fe Springs	\$ 3,177	\$ 21,513	\$ 23,867	\$48,557	\$ 3,240	\$ 21,561	\$ 24,345	\$49,146
City of Santa Monica	\$ 8,114	\$ 54,828	\$ 60,828	\$123,769	\$ 8,276	\$ 54,949	\$ 62,044	\$125,269
City of Sierra Madre	\$ 1,430	\$ 9,678	\$ 10,737	\$21,846	\$ 1,459	\$ 9,700	\$ 10,952	\$22,111
City of Signal Hill	\$ 1,266	\$ 4,282	\$ 4,751	\$10,300	\$ 1,292	\$ 4,292	\$ 4,846	\$10,430
City of South El Monte	\$ 2,034	\$ -	\$ -	\$2,034	\$ 2,075	\$ -	\$ -	\$2,075
City of South Gate	\$ 8,127	\$ 27,452	\$ 30,456	\$66,036	\$ 8,289	\$ 27,513	\$ 31,066	\$66,868
City of South Pasadena	\$ 2,542	\$ 17,184	\$ 19,065	\$38,791	\$ 2,593	\$ 17,222	\$ 19,446	\$39,261
City of Temple City	\$ 3,366	\$ -	\$ -	\$3,366	\$ 3,434	\$ -	\$ -	\$3,434
City of Torrance	\$ 14,707	\$ 99,423	\$ 110,303	\$224,433	\$ 15,001	\$ 99,642	\$ 112,509	\$227,153
City of Vernon	\$ 1,199	\$ 23,536	\$ 26,112	\$50,847	\$ 1,223	\$ 23,588	\$ 26,634	\$51,445
City of Walnut	\$ 4,096	\$ -	\$ -	\$4,096	\$ 4,178	\$ -	\$ -	\$4,178
City of West Covina	\$ 10,984	\$ 74,261	\$ 82,388	\$167,634	\$ 11,204	\$ 74,425	\$ 84,036	\$169,665
City of Westlake Village	\$ 1,837	\$ -	\$ -	\$1,837	\$ 1,874	\$ -	\$ -	\$1,874
City of Whittier	\$ 9,225	\$ 31,187	\$ 34,600	\$75,012	\$ 9,409	\$ 31,256	\$ 35,292	\$75,958
County of Los Angeles	\$ 435,041	\$ 5,002,145	\$ 5,549,568	\$10,986,754	\$ 443,742	\$ 5,013,204	\$ 5,660,559	\$11,117,505
Inglewood Unified School District	\$ 326	\$ 2,203	\$ 2,444	\$4,972	\$ 333	\$ 2,207	\$ 2,492	\$5,033
Los Angeles Unified School District	\$ 16,972	\$ 114,556	\$ 127,093	\$258,621	\$ 17,312	\$ 114,809	\$ 129,634	\$261,755
UCLA	\$ 2,230	\$ 7,784	\$ 8,636	\$18,650	\$ 2,275	\$ 7,801	\$ 8,808	\$18,885
NON-MEMBER CITIES								
City of Cudahy	\$ 2,048	\$ -	\$ -	\$2,048	\$ 2,089	\$ -	\$ -	\$2,089
City of Diamond Bar	\$ 7,552	\$ -	\$ -	\$7,552	\$ 7,703	\$ -	\$ -	\$7,703
City of La Habra	\$ 2,908	\$ -	\$ -	\$2,908	\$ 2,966	\$ -	\$ -	\$2,966
City of Lomita	\$ 1,879	\$ -	\$ -	\$1,879	\$ 1,916	\$ -	\$ -	\$1,916
City of Malibu	\$ 5,484	\$ -	\$ -	\$5,484	\$ 5,593	\$ -	\$ -	\$5,593
City of Rolling Hills	\$ 825	\$ -	\$ -	\$825	\$ 842	\$ -	\$ -	\$842
City of West Hollywood	\$ 2,999	\$ -	\$ -	\$2,999	\$ 3,059	\$ -	\$ -	\$3,059
Total	\$ 1,390,397	\$ 9,433,946	\$ 10,466,374	\$ 21,290,718	\$ 1,418,205	\$ 9,454,802	\$ 10,675,702	\$ 21,548,709

AGENDA ITEM F - ATTACHMENT

Annual Member Hard Match Contributions

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Hard Match Distributed by 50% Population/50% Geography	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
City of Agoura Hills	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Alhambra	\$10,025	\$10,025	\$10,025	\$10,025	\$10,025	\$10,025	\$10,025	\$10,025	\$10,025
City of Arcadia	\$8,630	\$8,630	\$8,630	\$8,630	\$8,630	\$8,630	\$8,630	\$8,630	\$8,630
City of Artesia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Avalon	\$622	\$622	\$622	\$622	\$622	\$622	\$622	\$622	\$622
City of Azusa	\$3,617	\$3,617	\$3,617	\$3,617	\$3,617	\$3,617	\$3,617	\$3,617	\$3,617
City of Baldwin Park	\$4,521	\$4,521	\$4,521	\$4,521	\$4,521	\$4,521	\$4,521	\$4,521	\$4,521
City of Bell	\$2,029	\$2,029	\$2,029	\$2,029	\$2,029	\$2,029	\$2,029	\$2,029	\$2,029
City of Bell Gardens	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314
City of Bellflower	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Beverly Hills	\$4,915	\$4,915	\$4,915	\$4,915	\$4,915	\$4,915	\$4,915	\$4,915	\$4,915
City of Bradbury	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Burbank	\$14,949	\$14,949	\$14,949	\$14,949	\$14,949	\$14,949	\$14,949	\$14,949	\$14,949
City of Calabasas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Carson	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Cerritos	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Claremont	\$3,712	\$3,712	\$3,712	\$3,712	\$3,712	\$3,712	\$3,712	\$3,712	\$3,712
City of Commerce	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Compton	\$6,009	\$6,009	\$6,009	\$6,009	\$6,009	\$6,009	\$6,009	\$6,009	\$6,009
City of Covina	\$3,293	\$3,293	\$3,293	\$3,293	\$3,293	\$3,293	\$3,293	\$3,293	\$3,293
City of Culver City	\$5,165	\$5,165	\$5,165	\$5,165	\$5,165	\$5,165	\$5,165	\$5,165	\$5,165
City of Downey	\$14,171	\$14,171	\$14,171	\$14,171	\$14,171	\$14,171	\$14,171	\$14,171	\$14,171
City of Duarte	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of El Monte	\$6,703	\$6,703	\$6,703	\$6,703	\$6,703	\$6,703	\$6,703	\$6,703	\$6,703
City of El Segundo	\$3,223	\$3,223	\$3,223	\$3,223	\$3,223	\$3,223	\$3,223	\$3,223	\$3,223
City of Gardena	\$3,614	\$3,614	\$3,614	\$3,614	\$3,614	\$3,614	\$3,614	\$3,614	\$3,614
City of Glendale	\$26,816	\$26,816	\$26,816	\$26,816	\$26,816	\$26,816	\$26,816	\$26,816	\$26,816
City of Glendora	\$4,587	\$4,587	\$4,587	\$4,587	\$4,587	\$4,587	\$4,587	\$4,587	\$4,587
City of Hawaiian Gardens	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Hawthorne	\$4,834	\$4,834	\$4,834	\$4,834	\$4,834	\$4,834	\$4,834	\$4,834	\$4,834
City of Hermosa Beach	\$2,242	\$2,242	\$2,242	\$2,242	\$2,242	\$2,242	\$2,242	\$2,242	\$2,242
City of Hidden Hills	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Huntington Park	\$3,135	\$3,135	\$3,135	\$3,135	\$3,135	\$3,135	\$3,135	\$3,135	\$3,135
City of Industry	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Inglewood	\$6,473	\$6,473	\$6,473	\$6,473	\$6,473	\$6,473	\$6,473	\$6,473	\$6,473
City of Irwindale	\$1,566	\$1,566	\$1,566	\$1,566	\$1,566	\$1,566	\$1,566	\$1,566	\$1,566
City of La Canada Flintridge	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Habra Heights	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204
City of La Mirada	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Puente	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Verne	\$5,337	\$5,337	\$5,337	\$5,337	\$5,337	\$5,337	\$5,337	\$5,337	\$5,337
City of Lakewood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Lancaster	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Lawndale	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Long Beach	\$58,569	\$58,569	\$58,569	\$58,569	\$58,569	\$58,569	\$58,569	\$58,569	\$58,569
City of Los Angeles	\$496,658	\$496,658	\$496,658	\$496,658	\$496,658	\$496,658	\$496,658	\$496,658	\$496,658
City of Lynwood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Hard Match Distributed by 50% Population/50% Geography	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
City of Manhattan Beach	\$4,444	\$4,444	\$4,444	\$4,444	\$4,444	\$4,444	\$4,444	\$4,444	\$4,444
City of Maywood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Monrovia	\$5,902	\$5,902	\$5,902	\$5,902	\$5,902	\$5,902	\$5,902	\$5,902	\$5,902
City of Montebello	\$8,353	\$8,353	\$8,353	\$8,353	\$8,353	\$8,353	\$8,353	\$8,353	\$8,353
City of Monterey Park	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
City of Norwalk	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Palmdale	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Palos Verdes Estates	\$1,362	\$1,362	\$1,362	\$1,362	\$1,362	\$1,362	\$1,362	\$1,362	\$1,362
City of Paramount	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Pasadena	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600
City of Pico Rivera	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Pomona	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432
City of Ranchos Palos Verdes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Redondo Beach	\$8,060	\$8,060	\$8,060	\$8,060	\$8,060	\$8,060	\$8,060	\$8,060	\$8,060
City of Rolling Hills Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rosemead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of San Dimas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of San Fernando	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455
City of San Gabriel	\$4,937	\$4,937	\$4,937	\$4,937	\$4,937	\$4,937	\$4,937	\$4,937	\$4,937
City of San Marino	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$4,276	\$4,276	\$4,276	\$4,276	\$4,276	\$4,276	\$4,276	\$4,276	\$4,276
City of Santa Monica	\$10,897	\$10,897	\$10,897	\$10,897	\$10,897	\$10,897	\$10,897	\$10,897	\$10,897
City of Sierra Madre	\$1,924	\$1,924	\$1,924	\$1,924	\$1,924	\$1,924	\$1,924	\$1,924	\$1,924
City of Signal Hill	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$851
City of South El Monte	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of South Gate	\$5,456	\$5,456	\$5,456	\$5,456	\$5,456	\$5,456	\$5,456	\$5,456	\$5,456
City of South Pasadena	\$3,415	\$3,415	\$3,415	\$3,415	\$3,415	\$3,415	\$3,415	\$3,415	\$3,415
City of Temple City	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Torrance	\$19,760	\$19,760	\$19,760	\$19,760	\$19,760	\$19,760	\$19,760	\$19,760	\$19,760
City of Vernon	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678
City of Walnut	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of West Covina	\$14,760	\$14,760	\$14,760	\$14,760	\$14,760	\$14,760	\$14,760	\$14,760	\$14,760
City of Westlake Village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Whittier	\$6,199	\$6,199	\$6,199	\$6,199	\$6,199	\$6,199	\$6,199	\$6,199	\$6,199
County of Los Angeles	\$994,185	\$994,185	\$994,185	\$994,185	\$994,185	\$994,185	\$994,185	\$994,185	\$994,185
Inglewood Unified School District	\$438	\$438	\$438	\$438	\$438	\$438	\$438	\$438	\$438
Los Angeles Unified School District	\$22,768	\$22,768	\$22,768	\$22,768	\$22,768	\$22,768	\$22,768	\$22,768	\$22,768
UCLA	\$1,547	\$1,547	\$1,547	\$1,547	\$1,547	\$1,547	\$1,547	\$1,547	\$1,547
NON-MEMBER CITIES									
City of Cudahy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Diamond Bar	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Habra	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Lomita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Malibu	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rolling Hills	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of West Hollywood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012

AGENDA ITEM F - ATTACHMENT

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Hard Match Distributed by 50% Population/50% Geography	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	FY 2031/32
City of Agoura Hills	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Alhambra	\$10,025	\$10,025	\$10,025	\$10,025	\$10,025	\$10,025	\$0	\$0
City of Arcadia	\$8,630	\$8,630	\$8,630	\$8,630	\$8,630	\$8,630	\$0	\$0
City of Artesia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Avalon	\$622	\$622	\$622	\$622	\$622	\$622	\$0	\$0
City of Azusa	\$3,617	\$3,617	\$3,617	\$3,617	\$3,617	\$3,617	\$0	\$0
City of Baldwin Park	\$4,521	\$4,521	\$4,521	\$4,521	\$4,521	\$4,521	\$0	\$0
City of Bell	\$2,029	\$2,029	\$2,029	\$2,029	\$2,029	\$2,029	\$0	\$0
City of Bell Gardens	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$0	\$0
City of Bellflower	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Beverly Hills	\$4,915	\$4,915	\$4,915	\$4,915	\$4,915	\$4,915	\$0	\$0
City of Bradbury	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Burbank	\$14,949	\$14,949	\$14,949	\$14,949	\$14,949	\$14,949	\$0	\$0
City of Calabasas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Carson	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Cerritos	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Claremont	\$3,712	\$3,712	\$3,712	\$3,712	\$3,712	\$3,712	\$0	\$0
City of Commerce	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Compton	\$6,009	\$6,009	\$6,009	\$6,009	\$6,009	\$6,009	\$0	\$0
City of Covina	\$3,293	\$3,293	\$3,293	\$3,293	\$3,293	\$3,293	\$0	\$0
City of Culver City	\$5,165	\$5,165	\$5,165	\$5,165	\$5,165	\$5,165	\$0	\$0
City of Downey	\$14,171	\$14,171	\$14,171	\$14,171	\$14,171	\$14,171	\$0	\$0
City of Duarte	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of El Monte	\$6,703	\$6,703	\$6,703	\$6,703	\$6,703	\$6,703	\$0	\$0
City of El Segundo	\$3,223	\$3,223	\$3,223	\$3,223	\$3,223	\$3,223	\$0	\$0
City of Gardena	\$3,614	\$3,614	\$3,614	\$3,614	\$3,614	\$3,614	\$0	\$0
City of Glendale	\$26,816	\$26,816	\$26,816	\$26,816	\$26,816	\$26,816	\$0	\$0
City of Glendora	\$4,587	\$4,587	\$4,587	\$4,587	\$4,587	\$4,587	\$0	\$0
City of Hawaiian Gardens	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Hawthorne	\$4,834	\$4,834	\$4,834	\$4,834	\$4,834	\$4,834	\$0	\$0
City of Hermosa Beach	\$2,242	\$2,242	\$2,242	\$2,242	\$2,242	\$2,242	\$0	\$0
City of Hidden Hills	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Huntington Park	\$3,135	\$3,135	\$3,135	\$3,135	\$3,135	\$3,135	\$0	\$0
City of Industry	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Inglewood	\$6,473	\$6,473	\$6,473	\$6,473	\$6,473	\$6,473	\$0	\$0
City of Irwindale	\$1,566	\$1,566	\$1,566	\$1,566	\$1,566	\$1,566	\$0	\$0
City of La Canada Flintridge	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Habra Heights	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$0	\$0
City of La Mirada	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Puente	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Verne	\$5,337	\$5,337	\$5,337	\$5,337	\$5,337	\$5,337	\$0	\$0
City of Lakewood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Lancaster	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Lawndale	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Long Beach	\$58,569	\$58,569	\$58,569	\$58,569	\$58,569	\$58,569	\$0	\$0
City of Los Angeles	\$496,658	\$496,658	\$496,658	\$496,658	\$496,658	\$496,658	\$0	\$0
City of Lynwood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

LA-RICS
Funding Plan Cash Flow
June 2014

Annual Hard Match Distributed by 50% Population/50% Geography	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	FY 2031/32
City of Manhattan Beach	\$4,444	\$4,444	\$4,444	\$4,444	\$4,444	\$4,444	\$0	\$0
City of Maywood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Monrovia	\$5,902	\$5,902	\$5,902	\$5,902	\$5,902	\$5,902	\$0	\$0
City of Montebello	\$8,353	\$8,353	\$8,353	\$8,353	\$8,353	\$8,353	\$0	\$0
City of Monterey Park	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$0	\$0
City of Norwalk	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Palmdale	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Palos Verdes Estates	\$1,362	\$1,362	\$1,362	\$1,362	\$1,362	\$1,362	\$0	\$0
City of Paramount	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Pasadena	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$0	\$0
City of Pico Rivera	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Pomona	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$0	\$0
City of Rancho Palos Verdes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Redondo Beach	\$8,060	\$8,060	\$8,060	\$8,060	\$8,060	\$8,060	\$0	\$0
City of Rolling Hills Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rosemead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of San Dimas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of San Fernando	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$0	\$0
City of San Gabriel	\$4,937	\$4,937	\$4,937	\$4,937	\$4,937	\$4,937	\$0	\$0
City of San Marino	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$4,276	\$4,276	\$4,276	\$4,276	\$4,276	\$4,276	\$0	\$0
City of Santa Monica	\$10,897	\$10,897	\$10,897	\$10,897	\$10,897	\$10,897	\$0	\$0
City of Sierra Madre	\$1,924	\$1,924	\$1,924	\$1,924	\$1,924	\$1,924	\$0	\$0
City of Signal Hill	\$851	\$851	\$851	\$851	\$851	\$851	\$0	\$0
City of South El Monte	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of South Gate	\$5,456	\$5,456	\$5,456	\$5,456	\$5,456	\$5,456	\$0	\$0
City of South Pasadena	\$3,415	\$3,415	\$3,415	\$3,415	\$3,415	\$3,415	\$0	\$0
City of Temple City	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Torrance	\$19,760	\$19,760	\$19,760	\$19,760	\$19,760	\$19,760	\$0	\$0
City of Vernon	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678	\$0	\$0
City of Walnut	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of West Covina	\$14,760	\$14,760	\$14,760	\$14,760	\$14,760	\$14,760	\$0	\$0
City of Westlake Village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Whittier	\$6,199	\$6,199	\$6,199	\$6,199	\$6,199	\$6,199	\$0	\$0
County of Los Angeles	\$994,185	\$994,185	\$994,185	\$994,185	\$994,185	\$994,185	\$0	\$0
Inglewood Unified School District	\$438	\$438	\$438	\$438	\$438	\$438	\$0	\$0
Los Angeles Unified School District	\$22,768	\$22,768	\$22,768	\$22,768	\$22,768	\$22,768	\$0	\$0
UCLA	\$1,547	\$1,547	\$1,547	\$1,547	\$1,547	\$1,547	\$0	\$0
NON-MEMBER CITIES								
City of Cudahy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Diamond Bar	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of La Habra	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Lomita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Malibu	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rolling Hills	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of West Hollywood	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$1,875,012	\$0	\$0

EXHIBIT C.6 - SCHEDULE OF PAYMENTS

PHASE 5 - LMR SYSTEM MAINTENANCE

Deliverable B.5	Annual Unilateral Option Sum															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 16,715,851
ACVRS Maintenance	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 8,942,684
LARTCS Maintenance	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 9,019,877
NMDN Maintenance	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 4,628,875
Console Maintenance	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 102,051
Logging Recorder Maintenance	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 919,800
Site Interconnection/Backhaul Subsystem Maintenance	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 6,001,592
System Mgmt./Monitoring Subsystem Maintenance	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 3,252,545
Inventory/Maint. Tracking Subsystem Maintenance	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 980,455
Software Maintenance	\$ 640,175	\$ 640,175	\$ 533,479	\$ 426,783	\$ 426,783	\$ 373,435	\$ 320,087	\$ 320,087	\$ 266,739	\$ 266,739	\$ 266,739	\$ 213,392	\$ 213,392	\$ 213,392	\$ 213,392	\$ 5,334,788
Total for Phase 5 - LMR System Maintenance:	\$ 4,011,090	\$ 4,011,090	\$ 3,904,394	\$ 3,797,698	\$ 3,797,698	\$ 3,744,351	\$ 3,691,003	\$ 3,691,003	\$ 3,637,655	\$ 3,637,655	\$ 3,637,655	\$ 3,584,307	\$ 3,584,307	\$ 3,584,307	\$ 3,584,307	\$ 55,898,518

Deliverable B.5	Annual Contract Sum - Annual Payable Amount															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACVRS Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LARTCS Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NMDN Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Console Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Logging Recorder Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Interconnection/Backhaul Subsystem Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
System Mgmt./Monitoring Subsystem Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inventory/Maint. Tracking Subsystem Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Software Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total for Phase 5 - LMR System Maintenance:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

LA-RICS Land Mobile Radio Lifecycle Costs

Equipment	Lifecycle	Per unit Cost	Quantity	Replacement Cost
Zone Servers	5 -7 years	\$ 7,650,000.00	2	\$ 15,300,000.00
Trunked Simulcast Prime Site				
GTR Based Site Controllers	15 -20 years	\$ 60,000.00	42	\$ 2,520,000.00
GTR Based Comparators	15 -20 years	\$ 15,000.00	21	\$ 315,000.00
Trunked Simulcast Remote Site				
GTR Stations	15 -20 years	\$ 15,000.00	958	\$ 14,370,000.00
Trunked ASR site				
Site Controller	15 -20 years	\$ 20,000.00	32	\$ 640,000.00
GTR Stations	15 -20 years	\$ 15,000.00	127	\$ 1,905,000.00
Conventional Prime Site				
MLC Comparator	8 -12 years	\$ 800.00	32	\$ 25,600.00
Conventional Remote Site				
GTR/Daniels Base Station	15 -20 years	\$ 10,000.00	744	\$ 7,440,000.00
MLC Gateways	8 -12 years	\$ 3,500.00	242	\$ 847,000.00
General Console Positions				
MCC7500 Computers	5 -7 years	\$ 65,000.00	12	\$ 780,000.00
VPM	8 -12 years	\$ 11,000.00	6	\$ 66,000.00
Logging Recorder				
Motorola AIS	8 -12 years	\$ 350,000.00	4	\$ 1,400,000.00
NICE Loggers	5 -7 years	\$ 105,000.00	8	\$ 840,000.00
Networking Equipment				
Motorola Gateways/Routers	8 -12 years	\$ 5,500.00	310	\$ 1,705,000.00
3rd Party Networking Equipment	5 -7 years		206	\$ -
NMDN Major Components				
IP Network Controller	15-20 years	\$ 140,000.00	1	\$ 140,000.00
Base Station	15-20 years	\$ 14,000.00	29	\$ 406,000.00
Microwave Major Components				
Outdoor Radio Unit	15- 20 years	\$ 6,000.00	69	\$ 414,000.00
MPLS Equipment		\$ 2,200,000.00	1	\$ 2,200,000.00
Indoor Radio Unit	20 years	\$ 18,000.00	69	\$ 1,242,000.00
Miscellaneous Site Equipment				
Lines and antennas				\$ 2,444,400.00
Total				\$ 55,000,000.00



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

June 11, 2019

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>	April 1, 8, 15, 22, 29, May 6, 13, 20, 27, 29 & June 3, 2019
<i>Meeting with representatives from CEO Real Estate Division</i>	April 8, May 7 and 30, 2019
<i>Meeting with Justice and Field Deputies for Supervisor Janice Hahn</i>	April 10, 2019
<i>Attendance at LA Area Fire Chiefs Association Conference</i>	April 11, 2019
<i>Meetings with ISD Management</i>	April 11 & 22, 2019
<i>Meeting with representatives from State Parks and Cal OES</i>	April 12, 2019
<i>Meetings with representatives from FCC</i>	April 22 and 23, 2019
<i>IACP Committee and Technical Committee Meetings</i>	April 23 – 26, 2019
<i>Meeting with representatives from LA County CEO</i>	April 29, 2019
<i>UrgentLink Presentation</i>	May 2, 2019
<i>Meeting with representatives from Catalina Island Conservancy</i>	May 13, 2019
<i>Meeting with representatives from LA County CEO & Dept. of Regional Planning</i>	May 16, 2019
<i>Meeting with representatives from the City of El Monte</i>	May 16, 2019
<i>Meeting with Motorola Solutions, Inc. Leadership</i>	May 29, 2019

Various meetings continued in the months of April, May and June with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications, Assignment & Assumption Agreements and quarterly progress review.

Executive Director Edson and members of the LA-RICS Team continued to meet with representatives from Los Angeles Chief Executive Office Real Estate Division (CEO RED) to discuss critical path sites that require LMR Site Access Agreements.

Program Director Odenthal and Executive Assistant Wendy Stallworth-Tait met with Supervisor Janice Hahn's Justice Deputy Dana Garcetti and Field Deputy Herlinda Chico to discuss critical paths for LMR sites in the Fourth Supervisorial District.

Executive Director Edson attended and provided a presentation to attendees at the LA Area Fire Chief Association Conference in Lake Arrowhead.

Executive Director Edson and members from the LA-RICS Team continued meetings with Internal Services Department (ISD) Manager Dean Gialamas to discuss transition oversight of Long Term Evolution (LTE) County sites to AT&T.

Members of the LA-RICS Team met with representatives from State Parks and Recreation and Cal OES to continue critical site access path discussions for BHS and GRM.

Executive Director Edson and members of the LA-RICS Team met with representatives from the FCC to continue discussions regarding Mexico Chanel 15 TV Station LMR interference.

Executive Director Edson attended the IACP Committee and Technical Committee Meetings in Orlando, Florida.

Executive Director Edson and Administrative Chief Susy Orellana-Curtiss met DCEO Jim Jones and Alternate Board Member John Gieger to discuss critical paths for County owned/operated LMR sites.

Member of the LA-RICS Team attended a presentation from UrgentLink.

Members of the LA-RICS Team met with representatives from the Catalina Island Conservancy and CEO RED to discuss critical paths for the (3) three Catalina Island LMR sites.

Executive Director Edson and members of the LA-RICS Team met with representatives from LA County CEO's Office and Department of Regional Planning to continue

discussions for LMR sites and paths forward to obtain required permits from the California Coastal Commission jurisdiction.

Executive Director Edson and Program Manager Delfino met with representatives from El Monte to discuss the transition of LTE infrastructure to AT&T and early onboarding opportunities.

Executive Director Edson met with Motorola Solutions, Inc. Leadership.

Lastly, the LA-RICS Communications Team released Volume 4, Issue 14 of the LA-RICS Newsletter on May 30, 2019.

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

June 11, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

NPSBN ONBOARDING UPDATE

The purpose of this discussion item is to update your Board on the status of installing the AT&T FirstNet routers received from AT&T, per our business agreement. The use of these routers move users from the Public Safety Broadband Network (PSBN) to the National Public Safety Broadband Network (NPSBN). Where possible, swapped routers may be upgraded to work on the NPSBN and made available to other members.

STATUS OF NPSBN AGENCY ONBOARDING			
Agency	Onboarding Status	FirstNet Routers Allocated	FirstNet Routers Installed and Activated
LASD	The Board of Supervisors approved the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	3330	0
LACoFD	The Board of Supervisors will soon approve the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	1000	201

The transition of the PSBN sites to AT&T NPSBN continues. A total of 34 sites have been transitioned to NPSBN with full transition expected by the end of July 2019.

SE:wst:pdd



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SCOTT EDSON
EXECUTIVE DIRECTOR

June 11, 2019

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

Dear Directors:

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT FOR THE
YEAR ENDED JUNE 30, 2018 – BCA WATSON RICE LLP**

SUBJECT

The purpose of this discussion item is to update and receive your Board on the status of Financial Statement and Independent Auditor's Report for the Year Ended June 30, 2018.

RECOMMENDED ACTION

It is recommended that your Board receive and file.

Respectfully submitted,

SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority

GS:pdd

AGENDA ITEM I

March 20, 2019

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

We have audited the basic financial statements of the Los Angeles Regional Interoperable Communication System Authority (Authority) as of and for the year ended June 30, 2018 and have issued our report thereon dated March 20, 2019. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

Our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 2 to the financial statements. There have been no changes in significant accounting policies or their application during 2018. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no sensitive accounting estimates affecting the financial statements.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There was no sensitive disclosure affecting the financial statements.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected financial statement misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There was no material, corrected financial statement misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management dated March 20, 2019.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

This report is intended solely for the information and use of the Board of Directors, management and others within the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

BCA Watson Rice, LLP

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT**

For the Year ended June 30,2018



2355 Crenshaw Blvd. Suite 150 Torrance, CA 90501
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AGENDA ITEM I - ENCLOSURE

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT
FOR THE YEAR ENDED JUNE 30, 2018**

TABLE OF CONTENTS

	Page
Independent Auditor’s Report.....	1
Management’s Discussion and Analysis (Unaudited)	4
Basic Financial Statements	
Governmental Activities Financial Statements:	
Statement of Net Position	9
Statement of Activities	10
Fund Financial Statements:	
Balance Sheet	11
Reconciliation of the Governmental Fund Balance Sheet to the Governmental Activities Statement of Net Position	12
Statement of Revenues, Expenditures and Changes in Fund Balance.....	13
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance to the Governmental Statement of Activities	14
Notes to the Basic Financial Statements	15
Required Supplementary Information	
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual.....	24
Notes to the Required Supplementary Information	25
Audit of Federal Awards Programs	
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	27
Independent Auditor’s Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance	29

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2018**

TABLE OF CONTENTS
(Continued)

	Page
Schedule of Expenditures of Federal Awards	32
Notes to the Schedule of Expenditures of Federal Awards	33
Schedule of Findings and Questioned Costs	34

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2018, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

The Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities of the Authority as of June 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (MD&A) (pages 4 through 8) and the Required Supplementary Information (page 24) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

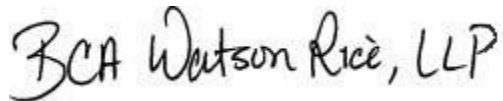
Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2019 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "BCA Watson Rice, LLP". The signature is written in a cursive, flowing style.

Torrance, California
March 20, 2019

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2018**

The Management's Discussion and Analysis (MD&A) of the financial activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) provides a narrative overview of the Authority's financial activities for the fiscal year ended June 30, 2018. Please read it in conjunction with the accompanying basic financial statements, footnotes and supplementary information.

Financial Highlights

- During the current year, the Authority's assets totaled \$96,431,144. Cash and Investments deposited in the County Treasury Pool totaled \$9,291,340.
- Program revenues totaled \$33,349,740 and mainly consisted of federal grants in the amount of \$18,641,761, contributions from the County of Los Angeles in the amount of \$7,771,586, sale of a communication system in the amount of \$6,000,000, and local match grant contributions in the amount of \$933,393.
- The Authority has a cash operating loan balance totaling \$5,141,685 from the County of Los Angeles for the funding of start-up and operational costs. The loan bears no interest and has no definite repayment schedule.
- As of June 30, 2018, the Authority had \$80,276,683 in Capital Assets consisting of telecommunication equipment under construction valued at \$78,434,888, telecommunications equipment valued at \$1,734,756, and office furniture valued at \$107,039.

Overview of Financial Statements

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements, which are comprised of the following three components:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

This report also includes other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Authority assets reduced by liabilities, which represent net position. Over time, increases and decreases in net position may serve as an indicator of whether the financial position of the Authority is improving or deteriorating.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2018**

The Statement of Activities presents information that indicates how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying events giving rise to the changes occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in these statements for some items that affect cash flows in future periods, for example, accrued but unpaid contract and professional fees.

The government-wide financial statements report the following different types of programs or activities:

Governmental Activities – All of the Authority's programs during fiscal year 2017-2018 are reported under this category.

Business-type Activities – The Authority has no business-type activities during fiscal year 2017-2018.

Fund Financial Statements

The fund financial statements contain information regarding major individual funds. A fund is a fiscal and accounting entity with a balanced set of accounts. The Authority uses separate funds to ensure compliance with fiscal and legal requirements. The Authority's funds are all classified as governmental funds during fiscal year 2017-2018.

Governmental Funds - These funds are used to account for essentially the same services that were previously described as governmental activities above. However, the fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Authority's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Authority's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary schedules in the format of the basic financial statements, showing the activity for each fund.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2018**

Financial Statement Analysis

During fiscal year 2017-2018, operating revenues decreased by \$12.30 million and operating expenditures decreased by \$12.60 million as a result of the completion of the Long Term Evolution (LTE) system Round 1 as described in more detail below. Federal grant revenue decreased by \$20.07 million and contributions from local governments increased by \$5.10 million.

Capital Assets

On February 22, 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012 (Act) (HR 3630) which, among other things, assigned to public safety a 20 MHz section of spectrum known as the "D-Block" and mandated the creation of a nationwide public safety broadband network (NPSBN). The Act also created the First Responder Network Authority (FirstNet), an independent authority within the Department of Commerce's NTIA, charged to build, deploy, and operate the NPSBN in consultation with state, local, tribal and territorial entities. Effective July 1, 2013, the Authority and FirstNet executed the Spectrum Manager Lease Agreement (SMLA) for spectrum usage rights for the Authority to operate the PSBN on the 700 MHz public safety broadband spectrum. LARICS was notified that the SMLA would not be renewed and the license to operate on the spectrum returned to FirstNet. On March 30, 2017, FirstNet announced the award of a contract to AT&T to build and operate the FirstNet NPSBN, which utilizes a priority and preemption solution over AT&T's network. On December 28, 2017 the State of California opted into the NPSBN.

Subsequent to this information, LA-RICS executed an Asset Transfer Agreement and corresponding Business Agreement with AT&T Corp. (AT&T) for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 1 deployment for use in the FirstNet NPSBN. The Business Agreement allows the Authority to accept \$12 million in connection with the Asset Transfer Agreement and contemplates the replacement of up to 3,300 routers and/or devices at the discretion of the Authority in the event the that the current routers or devices utilized by the Authority and its users are not compatible (e.g. do not provide full functionality with redundant SIM slots) with the FirstNet NPSBN. As an added measure, AT&T will also provide the Authority with an additional \$2.5 million in services to pay for replacement and installation services should the routers and SIM cards require replacement. Almost all of the Long Term evolution (LTE) assets owned by LARICS were transferred to AT&T. LARICS has recognized an impairment of assets in the amount of \$84,665,412.

NTIA and the NOAA Grants Office approved the expansion of the LA-RICS PSBN Project (Round 2). This will allow LA-RICS to continue to build public safety grade sites that will form part of the NPBSN Round 2 using grant revenue. At the completion of this phase, the assets will be transferred to AT&T.

During fiscal year 2017-2018, the Authority continued building the Land Mobile Radio (LMR) system and purchased equipment that will eventually be used to operate and support the LMR system. As of June 30, 2018, the Authority has capital assets in the form of telecommunication equipment under construction valued at \$80,276,683, telecommunication equipment valued at 1,734,756 and office furniture valued at \$107,039.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2018**

Debt Administration

The County of Los Angeles provided the Authority a cash operating loan for the funding of start-up and operational costs until a long term funding plan is adopted by the Authority members. This loan bears no interest and has no definite repayment schedule. As of June 30, 2018, the Authority has \$5,141,685 in loans payable compared to \$7,113,271 loans payable as of June 30, 2017.

Economic Factors

The Authority was established to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (commonly referred to as the "Los Angeles Regional Interoperable Communication Systems (LA-RICS)"). The Authority is a collaborative effort of local government, law enforcement, fire service, and health professionals with elected and appointed officials working towards the common goal to develop LA-RICS.

The Authority is the recipient of the Broadband Technology Opportunity Program (BTOP) grant administered by the Department of Commerce (DOC) to fund the LTE system, its proposed public safety broadband network (also known as the "PSBN"). The grant will continue to be administered by the DOC in fiscal year 2018-2019.

The following LA-RICS activity is anticipated for fiscal year 2018-2019:

- **Status of LMR and LTE Systems**

The LMR System contract was executed in August 2013 with Motorola Solutions, Inc. (Motorola) and work began in September 2013. System design and construction activities continue and it is anticipated that the LMR system will be completed and tested in 2020. The Authority anticipates that managing cash flow will be critical through this project. While the majority of the project is grant funded, the grantors require that expenditures be paid before they are reimbursed.

The LTE contract was executed in March 2014. The work on the LTE system began in fiscal year 2014-2015. On February 22, 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012 (Act) (HR 3630) which, among other things, assigned to public safety a 20 MHz section of spectrum known as the "D-Block" and mandated the creation of a nationwide public safety broadband network (NPSBN). The Act also created the First Responder Network Authority (FirstNet), an independent authority within the Department of Commerce's NTIA, charged to build, deploy, and operate the NPSBN in consultation with state, local, tribal and territorial entities. On March 30, 2017, FirstNet announced the award of a contract to AT&T to build and operate the FirstNet NPSBN, which utilizes a priority and preemption solution over AT&T's network.

On September 30, 2015, the expenditure deadline for the BTOP grant was extended through fiscal year 2019-2020. The Authority requested the remaining \$37 million, of which \$2.9

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2018**

million was initially awarded via grant augmentation for certain objectives, while other objectives were held for approval pending activities relating to action taken at the federal level in accordance with law enacted via HR 3630. Due to uncertainties of AT&T's plans for the National PSBN, the grantor felt it could not approve all objectives for use of the remaining \$37 million in BTOP funds. Thus, they only approved certain objectives which were not contingent upon AT&T's next steps in the amount of \$2.9 million.

As discussed previously, on December 14, 2017, the LA-RICS Board of Directors approved an Asset Transfer Agreement and corresponding Business Agreement with AT&T Corp. (AT&T) for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 1 deployment for use in the FirstNet NPSBN. The Authority is working with member agencies to finalize router selection and acceptance and with AT&T to finalize payment of \$2.5 million in services. The Business Agreement contains two payment triggers, \$6 million paid at the successful transfer of assets from PSBN Round 1, with another \$3 million payable at the delivery of 13 out of 26 sites from Round 2 as approved by NTIA and the NOAA and the final \$3 million payable at the delivery of the final 13 out of 26 sites with grantor approval.

With the successful transfer of Round 1 assets to AT&T, the focus of LTE-related activities is on the deployment of Round 2. On February 15, 2018, the Authority submitted the PSBN Round 2 Project Implementation Plan (PIP) to NTIA and NOAA for consideration. On June 25, 2018 NTIA and NOAA approved two PIP objectives for a total of \$32 million in grant revenue. The BTOP grant has a 20% match requirement which will be satisfied with land value/in-kind match. The LTE grant will continue to be managed on an advance basis. The LA-RICS Authority continues to work with AT&T to transition the sites from Round 1 asset transfer to the FirstNet Core. With the \$32 million in grant augmentation, the BTOP award requirements were restored to the match requirement of 20%. The Authority has demonstrated that the match requirement can be met.

Contacting the Authority's Financial Management

This financial report is designed to provide our citizens and other interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the County of Los Angeles, Department of Auditor-Controller, 500 West Temple Street, Room 525, Los Angeles, CA 90012.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF NET POSITION
June 30, 2018

	Governmental Activities
ASSETS	
Cash and investments (Note 3)	\$ 9,291,340
Interest receivable	21,279
Accounts receivable (Note 4)	6,776,265
Prepaid expenses	65,577
Capital assets (Note 5)	80,276,683
Total Assets	<u>\$ 96,431,144</u>
LIABILITIES	
Accounts payable (Note 6)	\$ 4,604,966
Loans payable (Note 7)	5,141,685
Deferred revenue (Note 8)	3,953,323
Total Liabilities	<u>13,699,974</u>
NET POSITION	
Net investment in capital assets	80,276,683
Unrestricted	2,454,487
Total Net Position	<u>\$ 82,731,170</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2018

		Program Revenues	Net (Expense) Revenue and Change in Net Position
	Expenses	Capital Grants and Contributions	Governmental Activities
<u>Functions/Programs</u>			
Governmental activities -			
Interoperable communications and safety programs	\$ 15,704,165	\$ 33,349,740	\$ 17,645,575
 Total	 \$ 15,704,165	 \$ 33,349,740	 17,645,575
 General revenues:			
Investment income			44,779
Impairment loss (Note 5)			(84,665,412)
Change in net position			(66,975,058)
 Net position, beginning of year			149,706,228
 Net position, end of year			\$ 82,731,170

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

BALANCE SHEET
June 30, 2018

ASSETS

Cash and investments (Note 3)	\$ 9,291,340
Interest receivable	21,279
Prepaid expenses	65,577
Accounts receivable (Note 4)	<u>6,776,265</u>
Total Assets	<u><u>\$ 16,154,461</u></u>

LIABILITIES

Accounts payable (Note 6)	\$ 4,604,966
Loans payable (Note 7)	5,141,685
Deferred revenue (Note 8)	<u>3,953,323</u>
Total Liabilities	<u>13,699,974</u>

FUND BALANCE

Unassigned	<u>2,454,487</u>
Total Fund Balance	<u>2,454,487</u>
 Total Liabilities and Fund Balance	 <u><u>\$ 16,154,461</u></u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE
GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION**

June 30, 2018

Fund balance - Governmental Funds (page 11)	\$ 2,454,487
---	--------------

Amounts reported for governmental activities in the statement of net position
are different because:

Capital assets used in governmental activities are not current financial resources
and therefore, are not reported in the governmental balance sheet.

<u>80,276,683</u>

Net Position of Governmental Activities (page 9)	<u><u>\$ 82,731,170</u></u>
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
For the Year Ended June 30, 2018**

Revenues

Federal grants	\$ 18,641,761
Contribution from other governmental agencies	7,771,586
Sale of communication system equipment (Note 5)	6,000,000
Local match (Note 10)	933,393
Interest income	44,779
Others	3,000
Total revenues	<u>33,394,519</u>

Expenditures

Capital expenditures - telecommunication equipment	15,501,943
Consultants' services	8,771,721
County department services	5,005,411
Donated services (Note 10)	933,393
Rentals	194,945
Utilities	137,015
Permit and license fees	110,438
Security services	55,256
Travel and transportation	49,831
Insurance	38,790
Professional fees	28,125
Miscellaneous	6,905
Total expenditures	<u>30,833,773</u>
Excess of revenues over expenditures	2,560,746
Fund balance, beginning of year	<u>(106,259)</u>
Fund balance, end of year	<u>\$ 2,454,487</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE
GOVERNMENTAL STATEMENT OF ACTIVITIES**

June 30, 2018

Net Change in Fund Balance – Governmental Funds (page 13)	\$ 2,560,746
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Amounts reported for governmental statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the governmental statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. Additions to capital assets amounted to \$15,501,943 for the current period, and an impairment loss of \$84,665,412 was recognized.	(69,163,469)
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Depreciation expense on capital assets is reported in the governmental statement of activities, but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in governmental funds.	(372,335)
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Change in Net Position of Governmental Activities (page 10)	<u>\$ (66,975,058)</u>
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2018

NOTE 1 – REPORTING ENTITY

The Los Angeles Regional Interoperable Communications System Authority (Authority), a separate public entity, was created in May 2009 through a Joint Powers Agreement (JPA) between the County of Los Angeles, the City of Los Angeles, and eighty-five (85) other public agencies located in the greater Los Angeles Area. The Authority was created to exercise the powers shared in common by its members to engage in regional and cooperative planning and coordination of the governmental services to establish a wide-area interoperable public safety communications network.

The composition of the JPA has changed since inception. During fiscal year 2017-2018, the Authority was governed by a ten (10) member Board of Directors which served without compensation. The 10 Board members consisted of the following:

1. County of Los Angeles, Chief Executive Officer
2. County of Los Angeles, Fire Chief
3. County of Los Angeles, Sheriff
4. County of Los Angeles, Department of Health Services Director
5. Los Angeles Area Fire Chief Association
6. Los Angeles County Police Chiefs Association
7. California Contract Cities Association
8. City of Inglewood (At Large)
9. City of Covina, Police Chief (At Large)
10. City of Signal Hill (At Large)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basic Financial Statements

In accordance with Governmental Accounting Standards Board (GASB) 34, the basic financial statements consist of the following:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the basic financial statements.

Government-wide Financial Statements

The statement of net position and statement of activities display the financial activities of the Authority. These statements present the governmental activities of the Authority.

The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with a program and, therefore, are clearly identifiable to a particular program. Program revenues include capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2018

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide Financial Statements (Continued)

Net position is classified into the following three components: 1) net investment in capital assets; 2) restricted, and 3) unrestricted. At June 30, 2018, the net investment in capital assets balance was \$80,276,683 and the unrestricted net position was \$2,454,487. There was no restricted net position balance at June 30, 2018.

Fund Financial Statements

The accounts of the Authority are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Government resources are allocated to and for individual funds based on the purpose for which they are spent and means by which spending activities are controlled.

The Authority's General Fund is available for any authorized purpose and is used to account for and report all financial resources not accounted for and reported in another fund. Funding comes primarily from federal grants through the Department of Commerce, Broadband Technology Opportunities Program (BTOP) and the Department of Homeland Security, State Homeland Security Grant Program and contributions from the County of Los Angeles.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

The General Fund is accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Capital Assets

Capital assets, consisting primarily of telecommunication equipment, are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost when purchased or constructed. Costs include labor, materials, interest during construction, retirement plan contribution and other fringe benefits. Donated assets are reported at acquisition value rather than estimated fair market value at the date of donation.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2018

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets other than land are depreciated using the straight-line method over the estimated useful lives of the assets.

Fund Balances

In the fund financial statements, the governmental funds report the classification of fund balance in accordance with GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions.” The reported fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned based on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and long-term notes receivable.

Restricted Fund Balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted only by changing the condition of the constraint.

Committed Fund Balance – amounts that can only be used for the specific purposes determined by a formal action of the Authority’s highest level of decision-making authority, the Authority’s Board. Commitments may be changed or lifted only by the Authority taking the same formal action that imposed the constraint originally. The underlying action that imposed the limitation needs to occur no later than the close of the fiscal year.

Assigned Fund Balance – amounts intended to be used by the Authority for specific purposes that are neither restricted nor committed. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.

Unassigned Fund Balance – the residual classification for the Authority’s General Fund that includes amounts not contained in other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Authority’s Board establishes, modifies, or rescinds fund balance commitments and assignments through the adoption of the budget and subsequent amendments that occur throughout the fiscal year.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2018

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balances (Continued)

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

Revenue

Recognition of revenues arising from non-exchange transactions, which include revenues from grants and contributions, is based on the primary characteristic from which the revenues are received by the Authority. Grant funds are considered earned to the extent of expenditures made under the provisions of the grants.

Deferred inflow of resources arises when potential revenues do not meet both the measurable and availability criteria for recognition in the current period. Deferred inflow of resources also arises when the Authority receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualified expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Authority has a legal claim to the resources, the liability for deferred inflow of resources is removed from the balance sheet and revenue is recognized.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

New Pronouncements Issued and Implemented

The following summarizes recent GASB pronouncements issued and implemented during fiscal year ended June 30, 2018 and their impact, if any, on the basic financial statements:

In June 2015, GASB issued **Statement No. 75**, *“Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions.”* This Statement is to improve accounting and financial reporting by governments for postemployment benefits other than pensions (other postemployment benefits or OPEB) and improves information about financial support that is provided by other entities for making decisions, assessing accountability, and creating additional transparency. This Statement replaces Statements No. 45, *“Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions,”* as amended, and No. 57, *“OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans.”* As of June 30, 2018, the Authority did not have a postemployment benefit plan in place and this Statement did not have an impact to the financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2018

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Pronouncements Issued and Implemented (Continued)

In March 2016, GASB issued **Statement No. 81**, *“Irrevocable Split Interest Agreements.”* This Statement is to improve accounting and financing reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. The provisions of this Statement are effective for financial statements for reporting periods beginning after December 15, 2016. As of June 30, 2018, the Authority did not have irrevocable split interest agreements in place and this Statement did not have an impact to the financial statements.

In March 2017, GASB issued **Statement No. 85**, *“Omnibus 2017.”* This Statement is to address practice issues that have been identified during implementation and application of certain GASB Statements, including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and OPEB). This Statement includes requirements for the timing and measurement of pension or OPEB liabilities and expenditures recognized in financial statements prepared using the current financial resources measurement focus, and simplification of certain aspects of the alternative measurement method for OPEB. The provisions of Statement No. 85 are effective for financial statements for reporting periods beginning after June 15, 2017. Implementation of this Statement did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2018.

In May 2017, GASB issued **Statement No. 86**, *“Certain Debt Extinguishment Issues.”* This Statement is to improve consistency in accounting and financing reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources – resources other than the proceeds of refunding debt – are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. The provisions of Statement No. 86 are effective for financial statements for reporting periods beginning after June 15, 2017. Implementation of GASB Statement No. 86 did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2018.

NOTE 3 - CASH AND INVESTMENTS

The Authority’s cash and investments are pooled and invested by the County of Los Angeles Treasurer and Tax Collector (Treasurer) and are subject to withdrawal from the pool upon demand. The Authority’s share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on the fund’s average cash and investment balance, as provided by the California Government Code Section 53647. The Authority’s cash and investment balance as of June 30, 2018 is \$9,291,340.

Investments are stated at fair value and are valued on a monthly basis. The Treasurer categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix Pricing is used to value securities based on the securities’ relationship

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

NOTES TO THE BASIC FINANCIAL STATEMENTS June 30, 2018

NOTE 3 - CASH AND INVESTMENTS (Continued)

to benchmark quoted prices. Level 3 inputs are significant unobservable inputs. Securities classified in Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government investment pool is not subject to reporting within the level hierarchy.

Investment policies and associated risk factors applicable to the Authority are included in the County of Los Angeles' Comprehensive Annual Financial Report for the year ended June 30, 2018. Detailed deposit and investment risk disclosures are included in Note 5 of the County of Los Angeles' Comprehensive Annual Financial Report.

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2018 in the amount of \$6,776,265, represent \$1,366,352 receivable from the Department of Commerce for allowable Broadband Technology Opportunities Program (BTOP) expenditures, and receivable from the Department of Homeland Security for allowable Urban Areas Security Initiative (UASI) Program expenditures of \$5,409,913.

NOTE 5 – CAPITAL ASSETS

Capital assets as of June 30, 2018 consist of the following:

	Balance at June 30, 2017	Increases	Decreases	Impairment	Balance at June 30, 2018
Governmental activities:					
Capital assets, being depreciated:					
Telecommunication equipment	\$ -	\$ 86,747,119	\$ -	\$(84,665,412)	\$ 2,081,707
Office furniture and fixture	193,683	-	-	-	193,683
Total	193,683	86,747,119	-	(84,665,412)	2,275,390
Less accumulated depreciation	(61,260)	(372,335)	-	-	(433,595)
Total capital assets, being depreciated	132,423	86,374,784	-	(84,665,412)	1,841,795
Capital assets, not being depreciated:					
Construction in progress-telecommunication equipment	149,680,064	15,501,943	(86,747,119)	-	78,434,888
Total capital assets, not being depreciated	149,680,064	15,501,943	(86,747,119)	-	78,434,888
Governmental activities capital assets, net	\$ 149,812,487	\$ 101,876,727	\$(86,747,119)	\$(84,665,412)	\$ 80,276,683

Depreciation expense for the government activities during fiscal year 2017-18 was \$372,335.

On February 22, 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012 (Act) (HR 3630) which, among other things, assigned to public safety a 20 MHz section of spectrum known as the "D-Block" and mandated the creation of a nationwide public safety broadband network (NPSBN). The Act also created the First Responder Network Authority (FirstNet), an independent authority within the Department of Commerce's NTIA, charged to build, deploy, and operate the NPSBN in consultation with state, local, tribal and territorial entities. Effective July 1, 2013, the Authority and FirstNet executed the Spectrum Manager Lease Agreement (SMLA) for spectrum usage rights for the Authority to operate the PSBN on the 700 MHz public safety broadband spectrum. LARICS was notified that the SMLA

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2018**

NOTE 5 – CAPITAL ASSETS (Continued)

would not be renewed and the license to operate on the spectrum returned to FirstNet. On March 30, 2017, FirstNet announced the award of a contract to AT&T to build and operate the FirstNet NPSBN, which utilizes a priority and preemption solution over AT&T's network. On December 28, 2017 the State of California opted into the NPSBN.

Subsequent to this information, LA-RICS executed an Asset Transfer Agreement and corresponding Business Agreement with AT&T Corp. (AT&T) for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 1 deployment for use in the FirstNet NPSBN. The Business Agreement allows the Authority to accept \$12 million in connection with the Asset Transfer Agreement and contemplates the replacement of up to 3,300 routers and/or devices at the discretion of the Authority in the event that the current routers or devices utilized by the Authority and its users are not compatible (e.g. do not provide full functionality with redundant SIM slots) with the FirstNet NPSBN. As an added measure, AT&T will also provide the Authority with an additional \$2.5 million in services to pay for replacement and installation services should the routers and SIM cards require replacement. Almost all of the Long Term evolution (LTE) assets owned by LA-RICS were transferred to AT&T. LA-RICS received \$6 million from AT&T during the year ended June 30, 2018 in connection to the Business agreement.

As a result of the Asset Transfer agreement with AT&T, LA-RICS realized a net \$84.67 million impairment loss on the telecommunications equipment transferred to AT&T to be used for the NPSBN system to be operated by AT&T as these assets will no longer provide a benefit to LA-RICS throughout the remaining useful life of the assets.

NOTE 6 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2018 in the amount of \$4,604,966, represents accruals of vendors' invoices not yet paid as of that date.

NOTE 7 – LOANS PAYABLE

The initial funding of the Authority's start-up and operational costs was provided through a cash operating loan from the County of Los Angeles. This loan bears no interest and has no definite repayment schedule. The balance of this loan as of June 30, 2018 was \$5,141,685.

NOTE 8 – DEFERRED REVENUE

Deferred revenue as of June 30, 2018 in the amount of \$3,953,323 represents BTOP and UASI program expenditures of \$14,527 and \$3,938,796, respectively. These program expenditures have not yet been submitted for reimbursement with the funding agencies.

NOTE 9 – OFFICE LEASE

The Authority leases 8,335 square feet of office space in a building located in Monterey Park, California. The operating lease agreement is for seven (7) years commencing on October 15, 2014. Rent expense under this operating lease during fiscal year 2017-2018 was \$194,945.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2018**

NOTE 9 – OFFICE LEASE (Continued)

As of June 30, 2018, future minimum payments of the operating lease are as follows:

Fiscal Year Ending June 30:	
2019	\$ 200,911
2020	206,938
2021	213,146
2022	62,700
	<u>\$ 683,695</u>

NOTE 10 – LOCAL MATCH

The BTOP grant requires the Authority to provide, from non-federal sources not less than 20% of the total project cost. Matching funds can be in the form of either cash or in-kind contributions. The Authority has recorded the in-kind contributions and donated services in the amount of \$933,393 for the year ended June 30, 2018.

NOTE 11 – CONTINGENT LIABILITIES

The Authority is aware of potential claims that may be filed against them. The outcome of these matters is not presently determinable, but the resolution of these matters is not expected to have a significant impact on the financial condition of the Authority.

NOTE 12 – SUBSEQUENT EVENTS

In preparing these financial statements, the Authority has evaluated events and transactions for potential recognition or disclosure through March 20, 2019, the date the financial statements were issued.

The Business Agreement with AT&T contains two payment triggers. The first payment, \$6 million, was paid at the successful transfer of assets from PSBN Round 1. Another \$3 million will be payable at the delivery of 13 out of 26 sites from Round 2 as approved by NTIA and the NOAA and the final \$3 million will be payable at the delivery of the final 13 out of 26 sites with grantor approval.

With the successful transfer of Round 1 Assets to AT&T, the focus of LTE-related activities is on the deployment of Round 2. The LTE grant will continue to be managed on an advance basis. The LA-RICS Authority continues to work with AT&T to transition the sites from Round 1 asset transfer to the FirstNet Core. With the \$32 million in grant augmentation, the BTOP award requirements were restored to the match requirement of 20%. The Authority has demonstrated that the match requirement can be met.

REQUIRED SUPPLEMENTARY INFORMATION

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL (UNAUDITED)
FOR THE YEAR ENDED JUNE 30, 2018

	Budget Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues:				
Federal grants	\$ 55,342,000	\$ 55,692,000	\$ 18,641,761	\$ (37,050,239)
Contribution from other governmental agencies	8,589,000	8,589,000	7,771,586	(817,414)
Sale of communication system			6,000,000	6,000,000
Local match (Note 10)	-	-	933,393	933,393
Interest income	-	-	44,779	44,779
Others			3,000	3,000
Total revenue	63,931,000	64,281,000	33,394,519	(30,886,481)
Expenditures:				
Consultant' services	53,819,000	53,653,000	8,771,721	44,881,279
County department services	8,180,000	8,696,000	5,005,411	3,690,589
Donated services (Note 11)	-	-	933,393	(933,393)
Building rentals	200,000	200,000	260,522	(60,522)
Utilities	-	-	137,015	(137,015)
Security services	-	-	55,256	(55,256)
Travel and transportation	287,000	287,000	49,831	237,169
Insurance premiums	544,000	544,000	38,790	505,210
Professional fees	65,000	65,000	28,125	36,875
Supplies	139,000	139,000	-	139,000
Miscellaneous	657,000	657,000	117,343	539,657
Capital expenditures	40,000	40,000	15,501,943	(15,461,943)
Total expenditures	63,931,000	64,281,000	30,899,350	33,381,650
Excess of revenues over expenditures	-	-	2,495,169	2,495,169
Fund balance, beginning of year			(106,259)	(106,259)
Fund balance, end of year	\$ -	\$ -	\$ 2,388,910	\$ 2,388,910

See accompanying notes to the required supplementary information.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2018

BUDGETARY DATA

The Authority adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

AUDIT OF FEDERAL AWARDS PROGRAMS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2018 and the related notes to the financial statements and have issued our report thereon dated March 20, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

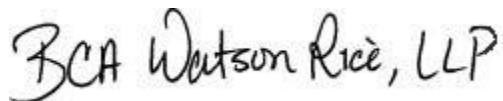
Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance.

A handwritten signature in black ink that reads "BCA Watson Rice, LLP". The signature is written in a cursive, flowing style.

Torrance, California
March 20, 2019

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on Compliance for Each Major Federal Program

We have audited the Los Angeles Regional Interoperable Communications System Authority's (Authority) compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2018. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Authority as of and for the year ended June 30, 2018, and have issued our report thereon dated March 20, 2019, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

BCA Watson Rice, LLP

Torrance, CA
March 20, 2019

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2018**

Federal Grantor/Pass-Through Grantor / Program Title	CFDA Number	Award/ Pass- through Identification Number	Total Expenditures
FEDERAL			
<u>U.S. Department of Commerce/National Telecommunications and Information Administration</u>			
<u>Direct Program</u>			
Broadband Technology Opportunities Program (BTOP) – ARRA	11.557*	NT10BIX5570158	\$ 4,392,585
<u>U.S. Department of Homeland Security</u>			
<i>Passed through the City of Los Angeles</i>			
Homeland Security Grant Program – 2013	97.067*	C-128868	12,778,061
Homeland Security Grant Program – 2016	97.067*	C-130810	1,471,115
			14,249,176
Total Federal Expenditures			\$ 18,641,761

* Major Program

See accompanying notes to the schedule of expenditures of federal awards.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2018**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Los Angeles Regional Interoperable Communications System Authority and is presented using the modified accrual basis of accounting. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Authority has elected not to use the 10% de minimis indirect cost rate as covered in §200.414 Indirect (F&A) costs. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2 – SUBRECIPIENTS

The Authority has no sub-recipients for the year ended June 30, 2018.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2018**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

A - Financial Statements

- | | |
|---|---------------|
| 1) Type of auditor’s report issued: | Unmodified |
| 2) Internal control over financial reporting: | |
| a) Material weakness (es) identified? | No |
| b) Significant deficiency (ies) identified not
considered to be material weaknesses? | None reported |
| 3) Noncompliance material to financial statements
noted? | No |

B - Federal Awards

- | | |
|--|---------------|
| 1) Type of auditor’s report issued on compliance
for major programs: | Unmodified |
| 2) Internal control over major programs: | |
| a) Material weakness(es) identified? | No |
| b) Significant deficiency(ies) identified not
considered material weakness(es)? | None reported |
| 3) Any audit findings disclosed that are required to
be reported in accordance with 2 CFR 200.516(a)? | No |

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2018**

SECTION I – SUMMARY OF AUDITOR’S RESULTS (Continued)

B - Federal Awards (Continued)

4) Identification of major program:

CFDA Number(s)	Name of Federal Program
11.557	Broadband Technology Opportunities Program (BTOP) – ARRA
97.067	State Homeland Security Grant Program - 2016
97.067	State Homeland Security Grant Program - 2013

5) Dollar threshold used to distinguish between
Type A and Type B programs: \$750,000

6) Auditee qualified as low-risk auditee? Yes

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS

None reported.



**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

June 11, 2019

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

Dear Directors:

ACCEPT 2018 URBAN AREAS SECURITY INITIATIVE FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2018 Urban Areas Security Initiative (UASI) funds.

RECOMMENDED ACTION

It is recommended that your Board:

1. Accept \$35,000,030 in grant funds from the Fiscal-Year 2018 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2018 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures. Project expenditures for the UASI '18 grants include

Land Mobile Radio (LMR) project management, environmental work, certain System design work, construction and equipment purchase.

FISCAL IMPACT/FINANCING

This grant is fully funded by the Department of Homeland Security through Cal OES.

There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

The recommended actions will authorize the Executive Director to execute the Sub-Recipient Agreement with the City of Los Angeles as well as any amendments such as extension in the performance period that do not result in a fiscal impact.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority



SUBAWARD AGREEMENT

Subrecipient: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS")

Title: FY 2018 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

TABLE OF CONTENTS

<u>Section Number</u>	<u>Section Title</u>	<u>Page Number</u>
I. GENERAL INFORMATION		
§1.1	Federal Award Information	1
§1.2	Subaward Information and Period of Performance	1
§1.3	Parties and Notice	2
§1.4	Authorities	3
II. SUBAWARD TERMS AND CONDITIONS		
§2.1	Summary of Requirements.....	4
§2.2	City Administrative Requirements	4
§2.3	DHS and CalOES Requirements	7
§2.4	Uniform Requirements for Federal Awards	11
III. STANDARD PROVISIONS		
§3.1	Independent Party	16
§3.2	Construction of Provisions and Title Herein	16
§3.3	Applicable Law, Interpretation and Enforcement.....	16
§3.4	Integrated Agreement	16
§3.5	Excusable Delays.....	17
§3.6	Breach.....	17
§3.7	Prohibition Against Assignment and Delegation.....	17
§3.8	Indemnification	17
§3.9	Subcontractor Assurances	18
§3.10	Remedies for Noncompliance	18
§3.11	Termination	18
§3.12	Amendments	19
§3.13	Complete Agreement	19
	Signature Page.....	20

EXHIBITS

Exhibit A	DHS Standard Conditions
Exhibit B	2018 Standard Assurances for all Cal OES Federal Grant Programs
Exhibit C	Financial Management Forms Workbook
Exhibit D	Modification Request and Reimbursement Request Forms
Exhibit E	CalOES Forms
Exhibit F	Grants Management Assessment

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY ("LA-RICS")

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority created under the laws of California (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2018 Urban Area Security Initiative Grant Program, FAIN #18LA0183, CFDA #97.067, Federal Award Date May 21, 2018. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$56,236,000.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$35,000,030.00**

Subaward Period of Performance ("Term"): **September 1, 2018
to May 31, 2021**

Match Requirement: **None**

Subrecipient Identifier: 962696089

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: jeff.gorell@lacity.org

Party:	Los Angeles Regional Interoperable Communications System Authority ("LA- RICS"), a joint powers authority
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Authorized Representative:	Scott Edson
Authorized Department:	LA-RICS Executive Director
Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (323) 881-8281 Email: Scott.Edson@la-rics.org

Authorized Representative:	Susy Orellana-Curtiss
Authorized Department:	LA-RICS Administrative Deputy
Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (323) 881-8292 Email: Susy.Orellana-Curtiss@la-rics.org

Formal notices, demands and communications to be given hereunder by either

Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 18-0397, 04/18/19).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- c. That the official executing this Agreement is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2018 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2018 DHS Standard Terms and Conditions ("DHS Standard Conditions") (Exhibit A), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2018 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2018 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (Exhibit B), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward (Exhibit C).

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"). The Workbook has been approved by CalOES (the "Budget") and attached hereto as Exhibit C. This shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as Exhibit D), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit E, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation (“EHP”) request form, and (5) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES **prior** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.
- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.
- F. Any “equipment” (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and

Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit D) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than one hundred twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.
- I. The Subrecipient may have a need for its contractors, subcontractors, and/or vendors to provide services related to this Subaward on an ongoing basis. To the extent that said services were provided prior to the execution of this Agreement and were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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.
 - b. 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, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide

protection against waste, fraud and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will 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 ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient

will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and

be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69

and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. Financial Management and Internal Controls
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. Property Standards
When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 (“Property Regulations”). These Property Regulations include, without limitation, provisions related to the following:
 - 1. Requirements for insurance coverage for real property and equipment.

2. Requirements for title, use, disposition and transfer of title of “real property” (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of “equipment” (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of “supplies” (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of “intangible property” (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient’s compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.

6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the

Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes twenty (20) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____</p> <p>Date _____</p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority</p> <p>By _____ Scott Edson, LA-RICS Executive Director</p>
<p>ATTEST:</p> <p>By _____ Susy Orellana-Curtiss, LA-RICS Administrative Deputy</p> <p>Date _____</p>	<p>Date _____</p> <p>[SEAL]</p>

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. # 18-0397 Date of Approval 04/18/19
City Contract Number: _____

EXHIBIT A

The Department of Homeland Security Standard Terms and Conditions 2018

The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

The Department of Homeland Security Standard Terms and Conditions 2018

Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Copyright

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; [41 U.S.C. 8101](#)).

The Department of Homeland Security Standard Terms and Conditions 2018

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. § 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act ([31 U.S.C. § 3729-3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

Recipients must comply with Preference for 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 B-138942.

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](#)), recipients must 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*, as amended, ([15 U.S.C. § 2225](#)).

The Department of Homeland Security Standard Terms and Conditions 2018

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

The Department of Homeland Security Standard Terms and Conditions 2018

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, ([29 U.S.C. § 794](#)), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

USA Patriot Act of 2001

Recipients must comply with 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](#).

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

EXHIBIT B



**Standard Assurances
For All Cal OES Federal Grant Programs**

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) 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.
- (b) 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.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) 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.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply 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 purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC
ASSURANCES / CERTIFICATIONS**

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for 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 B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must 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, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with 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.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: Los Angeles / Long Beach UAS1

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Caitlin Ishigooka

Title: Director of Grants and Finance Date: 10/31/18

EXHIBIT C

Line #			Project Information										
Project Letter	Project/Item #	Sub-Line #	LA/LB LJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
												\$35,000,030	\$-
A	1	1	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Develop and Enhance Plans, Protocols and Systems	Consultants	\$ 3,250,000	
A	1	2	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Develop and Enhance Plans, Protocols and Systems	Staff Salaries	\$ 4,291,697	
A	1	3	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Develop and Enhance Plans, Protocols and Systems	Travel	\$ 68,244	
A	2	4	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 27,390,089	

EXHIBIT D

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.



REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
						UASI 18
<i>Grant Specialist to complete</i>		Summary and reason for modification request:	Are the modified ledgers attached electronically?	Will the project require approvals?		
Contract Amount	\$ -		<i>Equipment Ledger</i>		<i>EHP</i>	
Revised Amount	\$ -		<i>Training Ledger</i>		<i>Sole Source</i>	
Amendment Y/N?			<i>Organization Ledger</i>		<i>EOC</i>	
25% Increase	\$ -		<i>Planning Ledger</i>		<i>Watercraft</i>	
Council/14.8 Y/N?			<i>Exercise Ledger</i>		<i>Aircraft</i>	

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #
From											\$ -		
From											\$ -		
From											\$ -		
From											\$ -		
From											\$ -		
Total:											\$ -		

FMU ONLY

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #
To									\$ -	\$ -	\$ -		
To									\$ -	\$ -	\$ -		
To									\$ -	\$ -	\$ -		
To									\$ -	\$ -	\$ -		
To									\$ -	\$ -	\$ -		
Total:											\$ -		

FMU ONLY

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes

EXHIBIT E

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

AVIATION EQUIPMENT REQUEST FORM

Homeland Security Grant Program FY: _____ Grant Number: _____ Cal OES ID#: _____

Urban Area Security Initiative (UASI) FY: _____ Grant Number: _____ Cal OES ID#: _____

Project Amount: UASI: \$ _____ SHSGP: \$ _____

City/County/Agency Name: _____

1. Indicate the type of equipment for this request

Aviation Equipment _____ Aviation Related Equipment _____

2. Provide a description of the area that will be served by the requested equipment.
3. Please justify the need for the aviation equipment and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the general operational costs of such aviation unit.
5. Identify the applicable goals and objectives in the State/Urban Area Homeland Security Strategy that the requested aviation equipment addresses.
6. Explain how the requested aviation equipment fits into the State/Urban Area's integrated operational plans.
7. Explain how this aviation equipment will support activities specifically related to terrorism incident prevention and response efforts.

8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.
9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.
10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

California Governor's Office of Emergency Services

ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC _____

Alternate/Back-up/Duplicate EOC _____

2. Physical address of facility:

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

- 6.

Supplies/Equipment	AEL #	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		

Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs ² (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
TOTAL - EOC Supplies and Equipment		

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: _____

(Name)

Date: _____

(Signature)



OMB Control#: 1660-0115
Expiration Date: 10/31/2013
FEMA Form: 024-0-1

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process.*** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed. Information Bulletin 345, Grant Programs Directorate Programmatic Environmental Assessment, September 1, 2010, provides details on these activities.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website:
(<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <http://www.fema.gov/plan/ehp/ehpreview/index.shtm>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxx).

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

SECTION A. PROJECT INFORMATION

DHS Grant Award Number:..... _____

Grant Program: _____

Grantee _____

Grantee POC: _____

Mailing address: _____

E-mail: _____

Sub grantee: _____

Subgrantee POC:..... _____

Mailing address: _____

E-mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems;

alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
- a. Specify the equipment, and the quantity of each:.....
- b. Provide the Authorized Equipment List (AEL) number(s) (if known):
- c. Complete Section D.
2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
- a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required):
- b. Provide the location of the training (physical address or latitude-longitude):
- c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? For further information refer to Information Bulletin #345, <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>: ☐ Yes ☐ No
- If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email address):
 - If No, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates):.....

- Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? ☐ Yes ☐ No
- If Yes, explain any differences between the proposed activity and Those that were approved in the past, and the reason(s) for the change in scope:.....
- If No, provide reference to previous exercise (e.g., FEMA grant name, number, and date):.....
- d. Would any equipment or structures need to be installed to facilitate training? ☐ Yes ☐ No
 - If Yes, complete Section D
- 3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures.**
 - a. Complete Section D.
- 4. ☐ **Generator installation.**
 - a. Provide capacity of the generator (kW):
 - b. Identify the fuel to be used for the generator (diesel/propane/natural gas): ..
 - c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator):
 - d. Complete Section D.
- 5. ☐ **New construction/addition.**
 - a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc):
 - b. Provide technical drawings or site plans of the proposed project: ☐ Attached
 - c. Complete Section D.
- 6. ☐ **Communication towers, antennas, and related equipment.**
 - a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment):.....
 - b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment:

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

Information Bulletin 351, National Historic Preservation Act Section 106 Review Requirements for Communications Facilities, January 4, 2011 has additional guidance and information on EHP requirements for communications towers. Available at: <http://www.fema.gov/pdf/government/grant/bulletins/info351.pdf>

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted:
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:
- e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires
- If guy wires are required, state number of bands and the number of wires per band:.....
 - Explain why a guyed tower is needed to meet the requirements of this project:
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)?
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating):.....
- h. Describe the frequency and seasonality of fog/low cloud cover:
- i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:
- j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site?..... ☐ Yes ☐ No
- Describe how presence/absence of bird roosts or rookeries was determined:
- k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:
- l. Distance to nearest existing telecommunication tower:
- m. Have measures been incorporated for minimizing impacts to migratory birds?..... ☐ Yes ☐ No
- If Yes, describe:
- n. Has a Federal Communications Commission (FCC) registration been obtained for this tower?..... ☐ Yes ☐ No
- If Yes, provide Registration #:
 - If No, why?
- o. Has the FCC E106 process been completed?..... ☐ Yes ☐ No
- p. Has the FCC Tower Construction Notification System (TCNS) process been completed?..... ☐ Yes ☐ No
- If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction

Notification System (TCNS), if applicable. FRN#:.....

- q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)?..... ☐ Yes ☐ No

- If Yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:.....

- r. Complete Section D.

7. ☐ **Other.** Complete this section if the proposed project does not fit any of the categories above.

- a. Provide a complete project description:
- b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ **Project installation**

- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

- b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):.....

- If Yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):

- c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If No, describe power source and detail its installation at the site:

2. ☐ **Age of structure/building at project site**

- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:

- If the building or structure involved is over 45 years old and

significant renovation, rehabilitation, or modification has occurred,
provide the year(s) modified and briefly describe the nature of
the modification(s):.....

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov> ☐ Yes ☐ No

- If Yes, identify the name of the historic property, site and/or district and the National Register document number:

3. ☐ **Site photographs, maps and drawings**

- a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site:..... ☐ Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure:..... ☐ Required
- Labeled, color aerial photograph of the project site:..... ☐ Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): ☐ Attached

- b. Are there technical drawings or site plans available? ☐ Yes ☐ No
- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No
- If Yes, attach documentation with this form: ☐ Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No
- If Yes, attach documentation with this form: ☐ Attached

c. Was a NEPA document was prepared for this project? ☐ Yes ☐ No

- If Yes, what was the decision? (Check one, and please attach):

☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency:.....

Date approved:.....

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs.

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)¹ or saving the file in pdf format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.¹ Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment

Ground-level photograph with equipment close-up.

Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,¹ this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

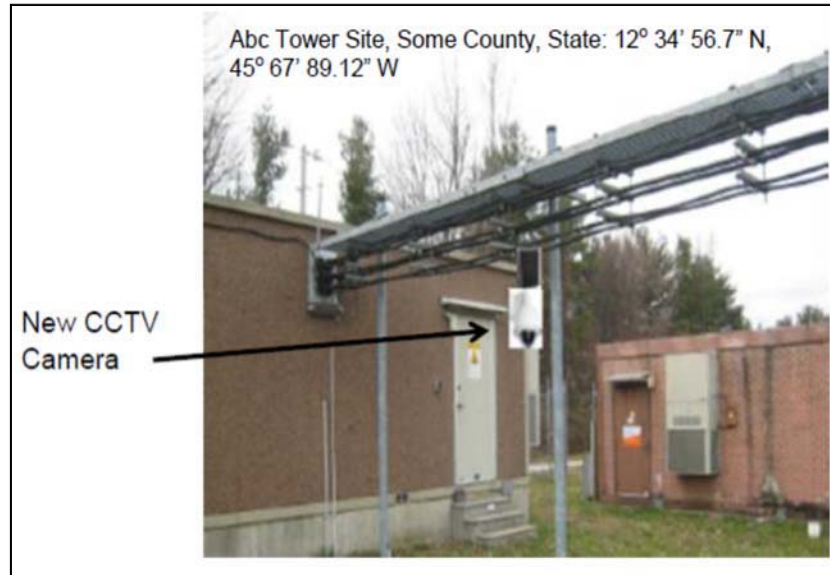


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up.

The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.



Figure 4. Ground-level photograph showing proposed ground disturbance area.

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

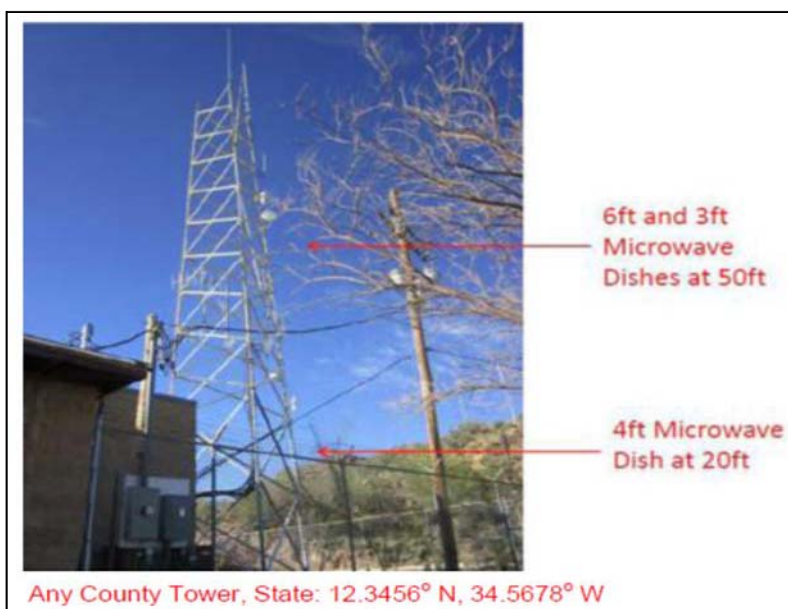


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

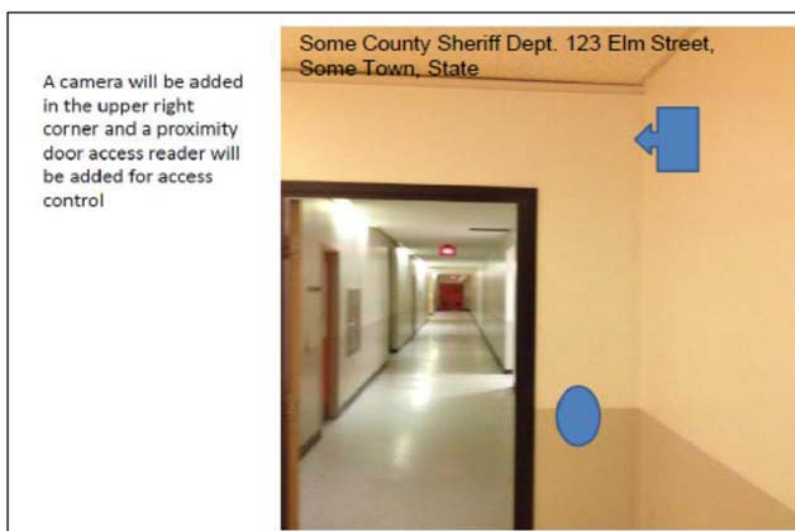


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

¹ Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Homeland Security Grant Program FY: _____ Grant Number: _____ CalOES ID# _____

Subgrantee name: _____ Project: _____

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: _____ Project Budget: \$ _____
2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.
3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).
4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.
 - a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)
 - b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)
 - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?
6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?
7. Has your organization determined the costs are reasonable?
8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by _____ Date: _____
(Name) (Signature)

EXHIBIT F



Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						Scoring
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
Final Score						

Name/Title of Preparer

Signature

Date

Name/Title of Mayor's Office Reviewer #1

Signature

Date

Name/Title of Mayor's Office Reviewer #2

Signature

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

June 11, 2019

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

Dear Directors:

APPROVE AMENDMENT NO. 36 FOR 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. 36 to Agreement No. LA-RICS 008 (Agreement) for the Public Safety Broadband Network (PSBN) to reconcile equipment for twenty-six (26) PSBN Round 2 Sites, increasing the Maximum Contract Sum by \$647,790.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that the reconciliation of certain equipment for the PSBN Round 2 sites is within the scope of the design, construction, implementation, operation, and maintenance of the PSBN at these 26 Round 2 sites which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 by your Board on January 24, 2019.
2. Delegate authority to the Executive Director to execute Amendment No. 36, in substantially similar form to the enclosed amendment, which revises the Agreement to reflect the following:

- a. Reconcile certain equipment for twenty-six (26) PSBN Round 2 Sites for a cost increase in the amount of \$647,790.
 - b. Increase the Maximum Contract Sum by \$647,790 from \$137,963,785 to \$138,611,575.
3. Delegate Authority to the Executive Director to execute Amendment No. 36, in substantially similar form to the enclosed amendment.

BACKGROUND

On January 24, 2019, your Board approved Amendment No. 35 to the Agreement to extend the Term and expand the network to incorporate twenty-six (26) additional sites (collectively, "PSBN Round 2 Sites") in connection with the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA) approval of the Authority's PSBN Round 2 Project Implementation Plan (PIP) objective to augment coverage.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 36 to revise the Agreement to reconcile certain equipment for twenty-six (26) PSBN Round 2 Sites, increasing the Maximum Contract Sum by \$938,867.

It is necessary to reconcile certain equipment (e.g. antennas, generators, fuel tanks, cabinets, monopoles, batteries, etc.) to align with design requirements.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on January 24, 2019 that design, construction, implementation, operation, and maintenance of 35 PSBN sites from which 26 PSBN Round 2 Sites will be selected are categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332. This determination is based on a detailed analysis available in the Authority's project record. Approval of the equipment reconciliation for the 26 PSBN Round 2 Sites is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged.

FISCAL IMPACT/FINANCING

The Work contemplated in Amendment No. 36 for PSBN Round 2 Work will increase the aggregate Maximum Contract Sum by \$647,790 from \$137,963,785 to \$138,611,575 and will be reimbursable under the BTOP grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will have authority to execute Amendment No. 36 with Motorola, substantially similar in form to the Enclosed.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:rf

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Enclosures

cc: Counsel to the Authority

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

Recitals

This Amendment Number Thirty-Six (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 36") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of June _____, 2019 (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 five (5) 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, 2018; (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 this Amendment No. 35.

WHEREAS, the Authority and Contractor desire to further amend the Agreement pursuant to this Amendment No. 36 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 this Amendment No. 36.

WHEREAS, this Amendment No. 36 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. 36, 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. 36 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 36.
2. Reconcile Certain PSBN Components for PSBN Round 2 Sites. The Authority and Contractor agree to reconcile certain PSBN Components for nine (9) PSBN Round 2 Collocation sites and seventeen (17) PSBN Round 2 Urban Sites to align with design requirements. The reconciled PSBN Components are reflected 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.
3. Amendments to Base Document.
 - 3.1 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. 36

The "Maximum Contract Sum" under this Agreement for the PSBN through Amendment No. 36 is One Hundred Thirty-Eight Million, Six Hundred and Eleven Thousand, Five Hundred and Seventy-Five Dollars (\$138,611,575) 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 Nine Million, Five Hundred and Thirty-Nine Thousand, Two Hundred and Sixty Dollars (\$9,539,260) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1.2 PSBN Round 2

With respect to PSBN Round 2 Work, except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than 1.75 times the Maximum Contract Sum for PSBN Round 2, which is Seventeen Million, One Hundred and Twenty-One Thousand, Eight Hundred and Twenty Dollars (\$17,121,820). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (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), to reflect a reconciliation of certain PSBN Components, which is attached to this Amendment No. 36, and is incorporated herein by this reference.
- 4.2 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) and Exhibit C.4 (Phase 3 – Supply PSBN Components) of Exhibit C (Schedule of

Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) and Exhibit C.4 (Phase 3 – Supply PSBN Components) to reflect the shift of certain equipment in PSBN Round 1, which is attached to this Amendment No. 36, and is incorporated herein by this reference.

- 4.3 Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) to Exhibit C (Schedule of Payments), to reflect a reconciliation of certain PSBN Components for nine (9) PSBN Round 2 Collocation Sites, which is attached to this Amendment No. 36, and is incorporated herein by this reference.
- 4.4 Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials) to Exhibit C (Schedule of Payments), to reflect a reconciliation of certain PSBN Components for seventeen (17) PSBN Round 2 Urban Sites, which is attached to this Amendment No. 36, and is incorporated herein by this reference.
5. This Amendment No. 36 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 36;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 36 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 36; and
 - 5.4 The Executive Director of the Authority has executed this Amendment No. 36.
6. Except as expressly provided in this Amendment No. 36, 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. 36 on behalf of Contractor represent and warrant that the person executing this Amendment No. 36 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 36, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 36 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 THIRTY-SIX
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 36 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: _____

Norm Folger
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. 35)				
Phase 1 - System Design ^(Note 4)	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification ^(Note 4)	\$ -	\$ 19,861,888	\$ 1,939,956	\$ 17,921,932
Phase 3 - Supply PSBN Components	\$ -	\$ 21,754,297	\$ 2,046,410	\$ 19,707,887
Phase 4 - PSBN Implementation	\$ -	\$ 7,181,025	\$ 708,966	\$ 6,472,059
Subtotal (Phases 1 to 4)	\$ -	\$ 63,257,798	\$ 5,902,319	\$ 57,355,479
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	\$ 66,444,104	\$ 8,543,725	\$ 84,314,440
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	\$ 69,924,654	\$ 9,508,390	\$ 92,996,415
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	\$ 96,492,164	\$ 10,294,899	\$ 102,734,250

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	\$ -	\$ 555,480	\$ 55,548	\$ 499,932
Phase 2 Work	\$ -	\$ 1,342,935	\$ 134,294	\$ 1,208,642
Phase 3 Equipment	\$ -	\$ 3,101,759	\$ -	\$ 3,101,759
Phase 3 - Spare Equipment	\$ -	\$ 928,765	\$ -	\$ 928,765
Phase 4 Work	\$ -	\$ 712,870	\$ 71,287	\$ 641,583
Subtotal PSBN Round 2 Collocation Sites (Phases 1 - 4)	\$ -	\$ 6,829,579	\$ 277,083	\$ 6,552,497
PSBN Round 2 Urban Sites:				
Phase 3 Equipment		\$ 2,709,681	\$ -	\$ 2,709,681
Subtotal for PSBN Round 2 Urban Sites	\$ -	\$ 2,709,681	\$ -	\$ 2,709,681
Total for PSBN Round 2 Work	\$ -	\$ 9,539,260	\$ 277,083	\$ 9,262,178
TOTAL CONTRACT SUM	\$106,031,424			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$138,611,575			

* 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).

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).

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
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Note 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.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	General Criteria for Phase 2 - Site Construction & Site Modification Per Site:	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Alhambra PD_ALHPD01	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Arcadia PD_ARCPD01	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Azusa PD_AZPD001	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Bell Gardens PD_BGPD001	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Beverly Hills Rexford Drive_BHR	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Bald Mountain_BMT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Baldwin Park PD_BPPD001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Blue Rock_BRK	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Burnt Peak_BUR	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Burbank PD_BURPD01	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Criminal Court Building_CCT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Century_CEN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Carlton J. Peterson Park_CJP	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Claremont Microwave Tower_CLM	8,847	\$ 1,406	\$ -	\$ 10,253	\$ 1,025	\$ 9,228
A.4.1	Claremont PD_CLRMPD1	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 2_CPTFD02	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 4_CPTFD04	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Culver City Communications Tower_CULV001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Downey PD_DWNYPD1	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	El Monte PD_ELMNTPD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	El Segundo PD_ELSGDPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FCCF -HQ_FCCF	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 5_FS5	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Gardena_GARD001	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Glendale Civic Center_GCC	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Glendale Water & Power UOC_GDWP001	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 23_GLNDL23	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 24_GLNDL24	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 28_GLNDL28	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 3_LACF003	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 4_LACF004	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 16_LACF016	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 21_LACF021	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 23_LACF023	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 24_LACF024	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 28_LACF028	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 30_LACF030	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 31_LACF031	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 38_LACF038	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 44_LACF044	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 48_LACF048	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 50_LACF050	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 53_LACF053	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 56_LACF056	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 58_LACF058	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 59_LACF059	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 61_LACF061	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 65_LACF065	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 68_LACF068	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 69_LACF069	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 71_LACF071	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 72_LACF072	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 73_LACF073	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 76_LACF076	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 77_LACF077	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 78_LACF078	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 79_LACF079	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 80_LACF080	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 81_LACF081	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 83_LACF083	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 84_LACF084	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 85_LACF085	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 86_LACF086	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 87_LACF087	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	FS 88_LACF088	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 90_LACF090	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 91_LACF091	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 92_LACF092	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 93_LACF093	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 95_LACF095	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 96_LACF096	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 98_LACF098	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 99_LACF099	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 102_LACF102	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 105_LACF105	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 106_LACF106	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 107_LACF107	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 108_LACF108	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 111_LACF111	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 112_LACF112	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 114_LACF114	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 117_LACF117	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 118_LACF118	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 120_LACF120	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 123_LACF123	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 129_LACF129	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 132_LACF132	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 140_LACF140	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 141_LACF141	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 144_LACF144	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 146_LACF146	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 149_LACF149	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 151_LACF151	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 153_LACF153	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 154_LACF154	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 157_LACF157	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 159_LACF159	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 161_LACF161	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 162_LACF162	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 163_LACF163	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 164_LACF164	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 169_LACF169	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 171_LACF171	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 173_LACF173	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 181_LACF181	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 183_LACF183	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 184_LACF184	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 187_LACF187	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 188_LACF188	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 192_LACF192	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 194_LACF194	-		\$ -	\$ -	\$ -	\$ -
A.4.1	CP 2_LACFCP02	-		\$ -	\$ -	\$ -	\$ -
A.4.1	CP 9_LACFCP09	-		\$ -	\$ -	\$ -	\$ -
A.4.1	CP 14_LACFCP14	-		\$ -	\$ -	\$ -	\$ -
A.4.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	LAC/OLIVEVIEW+UCLA_LACOLV	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	LAC/USC MEDICAL CENTER_LACUSC	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 005_LAFD005	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 012_LAFD012	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 015_LAFD015	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 016_LAFD016	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 019_LAFD019	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 029_LAFD029	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 035_LAFD035	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 042_LAFD042	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 044_LAFD044	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 047_LAFD047	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 049_LAFD049	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 055_LAFD055	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 061_LAFD061	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 066_LAFD066	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 074_LAFD074	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	FS 076_LAFD076	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 077_LAFD077	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 079_LAFD079	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 080_LAFD080	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 081_LAFD081	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 082_LAFD082	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 084_LAFD084	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 085_LAFD085	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 088_LAFD088	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 093_LAFD093	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 094_LAFD094	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 095_LAFD095	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 096_LAFD096	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 097_LAFD097	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 101_LAFD101	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 105_LAFD105	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 114_LAFD114	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Hermosa HQ_LALG100	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Zuma Lifeguard HQ_LALG300	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Lifeguard Division_LALG-HQ	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Lancaster_LAN	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	77TH Street Area Complex_LAPD077	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Central Area Complex_LAPDCEN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Devonshire Area station_LAPDDVN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Foothill Area station_LAPDFTH	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Hollenbeck Area station_LAPDHLB	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Hollywood Area station_LAPDHWD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Mission Area station_LAPDMIS	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Northeast Area station_LAPDNED	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	North Hollywood Area Station_LAPDNHD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Newton_LAPDNWT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Olympic Area station_LAPDOLY	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Pacific Area station_LAPDPAC	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Rampart Area station_LAPDRAM	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Topanga Area station_LAPDTOP	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Valley Dispatch Center_LAPDVDC	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Van Nuys Area station_LAPDVNS	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Wilshire Area station_LAPDWIL	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	West Los Angeles Area station_LAPDWLA	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	West Valley Area facility_LAPDWVD	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Altadena_LASDALD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Carson_LASDCSN	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Greendale Valley_LASDCVS	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Industry_LASDIDT	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Lakewood_LASLKD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Lennox (Closed)_LASDLNX	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	North County Correctional Facility_LASDNCC	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Norwalk_LASDNWK	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Pico Rivera_LASDPRV	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Santa Clarita Valley_LASDSCV	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	San Dimas_LASDSDM	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Temple_LASDTEM	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_LBFD002	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 6_LBFD006	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 9_LBFD009	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 12_LBFD012	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 13_LBFD013	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 21_LBFD021	-		\$ -	\$ -	\$ -	\$ -
A.4.1	HQ_LBFD026	-		\$ -	\$ -	\$ -	\$ -
A.4.1	HQ_LBPDHQ	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Sylmar Converter Station - E_LDW220	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Lost Hills/Malibu_LHS	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 2_LVPD002	-		\$ -	\$ -	\$ -	\$ -
A.4.1	La Verne PD_LVRNPD	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 1_MBF001	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Mira Loma Detention Facility_MLM	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Monrovia PD_MNRVDP	-		\$ -	\$ -	\$ -	\$ -

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A.4.1	Montebello PD_MNTBLPD			\$ -	\$ -	\$ -	\$ -
A.4.1	Monterey Park PD_MNTPKPD			\$ -	\$ -	\$ -	\$ -
A.4.1	Mount Olivet Reservoir_MOR	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 2_MRFD002			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 3_MTFBD03			\$ -	\$ -	\$ -	\$ -
A.4.1	Mount Washington_MTW			\$ -	\$ -	\$ -	\$ -
A.4.1	Goodrich_PASA001	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 33_PASFD33			\$ -	\$ -	\$ -	\$ -
A.4.1	Puente Hills_PHN	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Palmdale_PLM	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_RDBFD02			\$ -	\$ -	\$ -	\$ -
A.4.1	Redondo Beach PD_RDNBPD			\$ -	\$ -	\$ -	\$ -
A.4.1	Reservoir Hill_REH			\$ -	\$ -	\$ -	\$ -
A.4.1	San Pedro City Hall_SCH			\$ -	\$ -	\$ -	\$ -
A.4.1	Southeast Area station_SEP	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 3_SFSFD03			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 4_SFSFD04			\$ -	\$ -	\$ -	\$ -
A.4.1	South L.A._SLA	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 2_SMFD002			\$ -	\$ -	\$ -	\$ -
A.4.1	South Gate PD_SOGTPD			\$ -	\$ -	\$ -	\$ -
A.4.1	San Vicente Peak_SVP			\$ -	\$ -	\$ -	\$ -
A.4.1	Southwest Area station_SWP	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	City Hall Radio Tower_TORC001			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 2_TORFD02			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 3_TORFD03			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 4_TORFD04			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 1_VEFD001	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 3_VEFD003	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Walnut/Diamond Bar_WAL	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 4_WCFD004			\$ -	\$ -	\$ -	\$ -
A.4.1	FS 5_WCFD005			\$ -	\$ -	\$ -	\$ -
A.4.1	West Hollywood_WHD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:			\$ -	\$ -	\$ -	\$ -
A.4.2	Alhambra PD_ALHPPD01			\$ -	\$ -	\$ -	\$ -
A.4.2	Arcadia PD_ARCPD01	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Azusa PD_AZPD001	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Bell Gardens PD_BGPD001			\$ -	\$ -	\$ -	\$ -
A.4.2	Beverly Hills Rexford Drive_BHR			\$ -	\$ -	\$ -	\$ -
A.4.2	Bald Mountain_BMT	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Baldwin Park PD_BPPD001			\$ -	\$ -	\$ -	\$ -
A.4.2	Blue Rock_BRK			\$ -	\$ -	\$ -	\$ -
A.4.2	Burnt Peak_BUR			\$ -	\$ -	\$ -	\$ -
A.4.2	Burbank PD_BURPD01			\$ -	\$ -	\$ -	\$ -
A.4.2	Criminal Court Building_CCT	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	Century_CEN	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Carlton J. Peterson Park_CJP			\$ -	\$ -	\$ -	\$ -
A.4.2	Claremont Microwave Tower_CLM	5,020	\$ 798	\$ -	\$ 5,818	\$ 582	\$ 5,236
A.4.2	Claremont PD_CLRMPD1			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 2_CPTFD02			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 4_CPTFD04	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Culver City Communications Tower_CULV001			\$ -	\$ -	\$ -	\$ -
A.4.2	Downey PD_DWNYPD1			\$ -	\$ -	\$ -	\$ -
A.4.2	El Monte PD_ELMNTPD	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	El Segundo PD_ELSGDPD			\$ -	\$ -	\$ -	\$ -
A.4.2	FCCF_HQ_FCCF	5,021	\$ 3,232	\$ -	\$ 8,253	\$ 825	\$ 7,428
A.4.2	FS 5_FS5	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Gardena_GARD001	5,021	\$ 3,232	\$ -	\$ 8,253	\$ 825	\$ 7,428
A.4.2	Glendale Civic Center_GCC			\$ -	\$ -	\$ -	\$ -
A.4.2	Glendale Water & Power UOC_GDWP001			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 23_GLNDL23			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 24_GLNDL24			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 28_GLNDL28			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 3_LACF003	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 4_LACF004	20,974	\$ 3,232	\$ -	\$ 24,206	\$ 2,421	\$ 21,785
A.4.2	FS 16_LACF016	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215

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A.4.2	FS 21_LACF021	18,758	\$ 3,232	\$ -	\$ 21,990	\$ 2,199	\$ 19,791
A.4.2	FS 23_LACF023	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 24_LACF024	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 28_LACF028	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 30_LACF030	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 31_LACF031	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 38_LACF038	13,616	\$ 3,232	\$ -	\$ 16,848	\$ 1,685	\$ 15,163
A.4.2	FS 44_LACF044	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 48_LACF048	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 50_LACF050	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 53_LACF053	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 56_LACF056	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 58_LACF058	13,616	\$ 3,232	\$ -	\$ 16,848	\$ 1,685	\$ 15,163
A.4.2	FS 59_LACF059	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 61_LACF061	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 65_LACF065	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 68_LACF068	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 69_LACF069	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 71_LACF071	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 72_LACF072	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 73_LACF073	3,921	\$ 4,052	\$ -	\$ 7,973	\$ 797	\$ 7,176
A.4.2	FS 76_LACF076	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 77_LACF077	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 78_LACF078	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 79_LACF079	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 80_LACF080	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 81_LACF081	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 83_LACF083	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 84_LACF084	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 85_LACF085	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 86_LACF086	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 87_LACF087	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 88_LACF088	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 90_LACF090	13,616	\$ 3,232	\$ -	\$ 16,848	\$ 1,685	\$ 15,163
A.4.2	FS 91_LACF091	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 92_LACF092	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 93_LACF093	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 95_LACF095	20,340	\$ 3,232	\$ -	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 96_LACF096	13,373	\$ 3,232	\$ -	\$ 16,605	\$ 1,661	\$ 14,944
A.4.2	FS 98_LACF098	25,887	\$ 3,232	\$ -	\$ 29,119	\$ 2,912	\$ 26,207
A.4.2	FS 99_LACF099	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 102_LACF102	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 105_LACF105	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 106_LACF106	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 107_LACF107	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 108_LACF108	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 111_LACF111	25,973	\$ 4,052	\$ -	\$ 30,025	\$ 3,003	\$ 27,022
A.4.2	FS 112_LACF112	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 114_LACF114	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 117_LACF117	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 118_LACF118	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 120_LACF120	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 123_LACF123	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 129_LACF129	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 132_LACF132	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 140_LACF140	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 141_LACF141	18,781	\$ 4,052	\$ -	\$ 22,833	\$ 2,283	\$ 20,550
A.4.2	FS 144_LACF144	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 146_LACF146	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 149_LACF149	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 151_LACF151	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 153_LACF153	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 154_LACF154	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 157_LACF157	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 159_LACF159	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 161_LACF161	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 162_LACF162	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 163_LACF163	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 164_LACF164	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 169_LACF169	-		\$ -	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.2	FS 171_LACFI71	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 173_LACFI73	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 181_LACFI81	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 183_LACFI83	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 184_LACFI84	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 187_LACFI87	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 188_LACFI88	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 192_LACFI92	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 194_LACFI94	-		\$ -	\$ -	\$ -	\$ -
A.4.2	CP 2_LACFCP02	-		\$ -	\$ -	\$ -	\$ -
A.4.2	CP 9_LACFCP09	-		\$ -	\$ -	\$ -	\$ -
A.4.2	CP 14_LACFCP14	-		\$ -	\$ -	\$ -	\$ -
A.4.2	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	LAC/OLIVEVIEW+UCLA_LACOLV	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	LAC/USC MEDICAL CENTER_LACUSC	19,080	\$ 3,032	\$ -	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	FS 005_LAFD005	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 012_LAFD012	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 015_LAFD015	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 016_LAFD016	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 019_LAFD019	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 029_LAFD029	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 035_LAFD035	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 042_LAFD042	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 044_LAFD044	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 047_LAFD047	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 049_LAFD049	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 055_LAFD055	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 061_LAFD061	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 066_LAFD066	13,617	\$ 3,232	\$ -	\$ 16,849	\$ 1,685	\$ 15,164
A.4.2	FS 074_LAFD074	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 076_LAFD076	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 077_LAFD077	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 079_LAFD079	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 080_LAFD080	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 081_LAFD081	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 082_LAFD082	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 084_LAFD084	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 085_LAFD085	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 088_LAFD088	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 093_LAFD093	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 094_LAFD094	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 095_LAFD095	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 096_LAFD096	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 097_LAFD097	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 101_LAFD101	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 105_LAFD105	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 114_LAFD114	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Hermosa HQ_LALGH00	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Zuma Lifeguard HQ_LALG300	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Lifeguard Division_LALG-HQ	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Lancaster_LAN	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	77TH Street Area Complex_LAPD077	19,082	\$ 3,232	\$ -	\$ 22,314	\$ 2,231	\$ 20,083
A.4.2	Central Area Complex_LAPDCEN	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Devonshire Area station_LAPDDVN	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Foothill Area station_LAPDFTH	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Hollenbeck Area station_LAPDHLB	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Hollywood Area station_LAPDHWD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Mission Area station_LAPDMIS	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Northeast Area station_LAPDNED	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	North Hollywood Area Station_LAPDNHD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Newton_LAPDNWT	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Olympic Area station_LAPDOLY	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Pacific Area station_LAPDPAC	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Rampart Area station_LAPDRAM	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Topanga Area station_LAPDTOP	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Valley Dispatch Center_LAPDVDC	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Van Nuys Area station_LAPDVNS	25,806	\$ 3,232	\$ -	\$ 29,038	\$ 2,904	\$ 26,134
A.4.2	Wilshire Area station_LAPDWIL	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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A.4.2	West Los Angeles Area station_LAPDWLA	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	West Valley Area facility_LAPDWVD	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	Altadena_LASDALD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Carson_LASDCSN	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Greseenta-Valley_LASDCVS	25,505	\$ 4,052	\$ -	\$ 9,757	\$ 976	\$ 8,781
A.4.2	Industry_LASDIDT	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Lakewood_LASDLKD	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Lennox (Closed)_LASDLNX	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	North County Correctional Facility_LASDNCC	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Norwalk_LASDNWK	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Pico Rivera_LASDPRV	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Santa Clarita Valley_LASDSCV	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	San Dimas_LASDSDM	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Temple_LASDTEM	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 2_LBFD002			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 6_LBFD006			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 9_LBFD009			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 12_LBFD012	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 13_LBFD013			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 21_LBFD021			\$ -	\$ -	\$ -	\$ -
A.4.2	HQ_LBFD026	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	HQ_LBPDHQ	19,081	\$ 3,032	\$ -	\$ 22,113	\$ 2,211	\$ 19,902
A.4.2	Sylmar Converter Station-E_LDWP220	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	Lost Hills/Malibu_LHS	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	FS 2_LVFD002	-		\$ -	\$ -	\$ -	\$ -
A.4.2	La Verne PD_LVRNPD	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 1_MBFD001			\$ -	\$ -	\$ -	\$ -
A.4.2	Mira Loma Detention Facility_MLM	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Monrovia PD_MNRVPD			\$ -	\$ -	\$ -	\$ -
A.4.2	Montebello PD_MNTBLPD			\$ -	\$ -	\$ -	\$ -
A.4.2	Monterey Park PD_MNTPKPD	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Mount Olivet Reservoir_MOR	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 2_MRFD002			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 3_MTFBD03			\$ -	\$ -	\$ -	\$ -
A.4.2	Mount Washington_MTW	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Goodrich_PASA001	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	FS 23_PASFD33	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	Puente Hills_PHN	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	Palmdale_PLM	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	25,806	\$ 3,232	\$ -	\$ 29,038	\$ 2,904	\$ 26,134
A.4.2	FS 2_RDBFD02			\$ -	\$ -	\$ -	\$ -
A.4.2	Redondo Beach PD_RDNBPD			\$ -	\$ -	\$ -	\$ -
A.4.2	Reservoir Hill_REH			\$ -	\$ -	\$ -	\$ -
A.4.2	San Pedro City Hall_SCH	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Southeast Area station_SEP	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 3_SFSD003			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 4_SFSD004	-		\$ -	\$ -	\$ -	\$ -
A.4.2	South L.A._SLA	5,021	\$ 3,232	\$ -	\$ 8,253	\$ 825	\$ 7,428
A.4.2	FS 2_SMFD002			\$ -	\$ -	\$ -	\$ -
A.4.2	South Gate PD_SOGTPD			\$ -	\$ -	\$ -	\$ -
A.4.2	San Vicente Peak_SVP	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Southwest Area station_SWP	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	City Hall Radio Tower_TORC001			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 2_TORFD02			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 3_TORFD03			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 4_TORFD04			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 1_VEFD001	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 3_VEFD003	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Walnut/Diamond Bar_WAL	11,745	\$ 4,052	\$ -	\$ 15,797	\$ 1,580	\$ 14,217
A.4.2	FS 4_WCFD004			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 5_WCFD005			\$ -	\$ -	\$ -	\$ -
A.4.2	West Hollywood_WHD	25,506	\$ 4,052	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.3	Construct Site Improvements Per Site:	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Alhambra PD_ALHDP01			\$ -	\$ -	\$ -	\$ -
A.4.3	Arcadia PD_ARCPD01	138,543	\$ 22,732	\$ -	\$ 161,275	\$ 16,128	\$ 145,147
A.4.3	Azusa PD_AZPD001	198,620	\$ 22,732	\$ -	\$ 221,352	\$ 22,135	\$ 199,217
A.4.3	Bell Gardens PD_BGPD001	-		\$ -	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	Beverly-Hills Rexford Drive_BHR	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Bald Mountain_BMT	131,284	\$ 20,858	\$ -	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	Baldwin Park_PD_BPPD001	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Blue-Rock_BRK	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Burnt-Peak_BUR	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Burbank_PD_BURPD01	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Criminal Court Building_CCT	21,037	\$ 9,988	\$ -	\$ 31,025	\$ 3,103	\$ 27,922
A.4.3	Century_CEN	131,284	\$ 20,858	\$ -	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	Carlton J. Peterson Park_CJP	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Claremont Microwave Tower_CLM	16,528	\$ 2,626	\$ -	\$ 19,154	\$ 1,915	\$ 17,239
A.4.3	Claremont_PD_CLRMPD1	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 2_CPTFD02	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 4_CPTFD04	131,283	\$ 22,732	\$ -	\$ 154,015	\$ 15,402	\$ 138,613
A.4.3	Culver City Communications Tower_CULV001	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Downey_PD_DWNPDP1	-		\$ -	\$ -	\$ -	\$ -
A.4.3	El Monte_PD_ELMNTPD	217,217	\$ 20,858	\$ -	\$ 238,075	\$ 23,808	\$ 214,267
A.4.3	El Segundo_PD_ELSGDPPD	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FCCF-HQ_FCCF	16,529	\$ 22,732	\$ -	\$ 39,261	\$ 3,926	\$ 35,335
A.4.3	FS 5_FS5	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	Gardena_GARD001	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Glendale Civic Center_GCC	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Glendale Water & Power UOC_GDWP001	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 23_GLNDL23	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 24_GLNDL24	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 28_GLNDL28	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 3_LACF003	248,552	\$ 22,732	\$ -	\$ 271,284	\$ 27,128	\$ 244,156
A.4.3	FS 4_LACF004	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 16_LACF016	222,983	\$ 22,732	\$ -	\$ 245,715	\$ 24,572	\$ 221,143
A.4.3	FS 21_LACF021	14,504	\$ 20,858	\$ -	\$ 35,362	\$ 3,536	\$ 31,826
A.4.3	FS 23_LACF023	172,577	\$ 22,732	\$ -	\$ 195,309	\$ 19,531	\$ 175,778
A.4.3	FS 24_LACF024	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 28_LACF028	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 30_LACF030	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 31_LACF031	36,113	\$ 22,732	\$ -	\$ 58,845	\$ 5,885	\$ 52,960
A.4.3	FS 38_LACF038	169,681	\$ 20,858	\$ -	\$ 190,539	\$ 19,054	\$ 171,485
A.4.3	FS 44_LACF044	16,246	\$ 22,732	\$ -	\$ 38,978	\$ 3,898	\$ 35,080
A.4.3	FS 48_LACF048	131,283	\$ 22,732	\$ -	\$ 154,015	\$ 15,402	\$ 138,613
A.4.3	FS 50_LACF050	130,232	\$ 22,732	\$ -	\$ 152,964	\$ 15,296	\$ 137,668
A.4.3	FS 53_LACF053	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 56_LACF056	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 58_LACF058	164,041	\$ 20,858	\$ -	\$ 184,899	\$ 18,490	\$ 166,409
A.4.3	FS 59_LACF059	246,844	\$ 22,732	\$ -	\$ 269,576	\$ 26,958	\$ 242,618
A.4.3	FS 61_LACF061	26,298	\$ 20,858	\$ -	\$ 47,156	\$ 4,716	\$ 42,440
A.4.3	FS 65_LACF065	255,808	\$ 20,858	\$ -	\$ 276,666	\$ 27,667	\$ 248,999
A.4.3	FS 68_LACF068	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 69_LACF069	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 71_LACF071	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 72_LACF072	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 73_LACF073	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 76_LACF076	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 77_LACF077	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 78_LACF078	107,672	\$ 20,858	\$ -	\$ 128,530	\$ 12,853	\$ 115,677
A.4.3	FS 79_LACF079	130,231	\$ 20,858	\$ -	\$ 151,089	\$ 15,109	\$ 135,980
A.4.3	FS 80_LACF080	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 81_LACF081	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 83_LACF083	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 84_LACF084	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 85_LACF085	241,885	\$ 22,732	\$ -	\$ 264,617	\$ 26,462	\$ 238,155
A.4.3	FS 86_LACF086	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 87_LACF087	131,284	\$ 20,858	\$ -	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 88_LACF088	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 90_LACF090	74,965	\$ 22,732	\$ -	\$ 97,697	\$ 9,770	\$ 87,927
A.4.3	FS 91_LACF091	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 92_LACF092	130,231	\$ 22,732	\$ -	\$ 152,963	\$ 15,296	\$ 137,667
A.4.3	FS 93_LACF093	142,025	\$ 22,732	\$ -	\$ 164,757	\$ 16,476	\$ 148,281
A.4.3	FS 95_LACF095	227,213	\$ 20,858	\$ -	\$ 248,071	\$ 24,807	\$ 223,264
A.4.3	FS 96_LACF096	-		\$ -	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	FS-98_LACF098	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-99_LACF099	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-102_LACF102	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-105_LACF105	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-106_LACF106	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-107_LACF107	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS108_LACF108	10,011	\$ 20,858	\$ -	\$ 30,869	\$ 3,087	\$ 27,782
A.4.3	FS-111_LACF111	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-112_LACF112	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-114_LACF114	131,283	\$ 20,858	\$ -	\$ 152,141	\$ 15,214	\$ 136,927
A.4.3	FS-117_LACF117	260,345	\$ 22,732	\$ -	\$ 283,077	\$ 28,308	\$ 254,769
A.4.3	FS-118_LACF118	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-120_LACF120	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-123_LACF123	16,246	\$ 22,732	\$ -	\$ 38,978	\$ 3,898	\$ 35,080
A.4.3	FS-129_LACF129	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-132_LACF132	190,806	\$ 20,858	\$ -	\$ 211,664	\$ 21,166	\$ 190,498
A.4.3	FS-140_LACF140	21,038	\$ 20,858	\$ -	\$ 41,896	\$ 4,190	\$ 37,706
A.4.3	FS-141_LACF141	25,607	\$ 20,858	\$ -	\$ 46,465	\$ 4,647	\$ 41,818
A.4.3	FS-144_LACF144	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-146_LACF146	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-149_LACF149	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-151_LACF151	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS153_LACF153	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-154_LACF154	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-157_LACF157	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-159_LACF159	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-161_LACF161	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-162_LACF162	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-163_LACF163	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-164_LACF164	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-169_LACF169	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-171_LACF171	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-173_LACF173	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-181_LACF181	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-183_LACF183	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-184_LACF184	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-187_LACF187	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-188_LACF188	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-192_LACF192	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-194_LACF194	-		\$ -	\$ -	\$ -	\$ -
A.4.3	CP-2_LACFCP02	-		\$ -	\$ -	\$ -	\$ -
A.4.3	CP-9_LACFCP09	-		\$ -	\$ -	\$ -	\$ -
A.4.3	CP-14_LACFCP14	-		\$ -	\$ -	\$ -	\$ -
A.4.3	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	21,038	\$ 9,988	\$ -	\$ 31,026	\$ 3,103	\$ 27,923
A.4.3	LAC/OLIVEVIEW+UCLA_LACOLV	21,037	\$ 11,862	\$ -	\$ 32,899	\$ 3,290	\$ 29,609
A.4.3	LAC/USC MEDICAL CENTER_LACUSC	21,038	\$ 9,988	\$ -	\$ 31,026	\$ 3,103	\$ 27,923
A.4.3	FS-005_LAFD005	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-012_LAFD012	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-015_LAFD015	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-016_LAFD016	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-019_LAFD019	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS-029_LAFD029	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-035_LAFD035	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-042_LAFD042	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-044_LAFD044	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-047_LAFD047	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-049_LAFD049	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS-055_LAFD055	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-061_LAFD061	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-066_LAFD066	205,873	\$ 22,732	\$ -	\$ 228,605	\$ 22,861	\$ 205,744
A.4.3	FS-074_LAFD074	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-076_LAFD076	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-077_LAFD077	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-079_LAFD079	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-080_LAFD080	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-081_LAFD081	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-082_LAFD082	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-084_LAFD084	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-085_LAFD085	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS-088_LAFD088	-		\$ -	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	FS 093_LAFD093	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 094_LAFD094	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 095_LAFD095	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 096_LAFD096	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 097_LAFD097	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 101_LAFD101	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 105_LAFD105	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 114_LAFD114	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Hermosa HQ_LALG100			\$ -	\$ -	\$ -	\$ -
A.4.3	Zuma Lifeguard HQ_LALG300	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Lifeguard Division_LALG-HQ	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Lancaster_LAN	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	77TH Street Area Complex_LAPD077	21,036	\$ 22,732	\$ -	\$ 43,768	\$ 4,377	\$ 39,391
A.4.3	Central Area Complex_LAPDCEN	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Devonshire Area station_LAPDDVN	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Foothill Area station_LAPDFTH	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Hollenbeck Area station_LAPDHLB	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Hollywood Area station_LAPDHWD	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Mission Area station_LAPDMIS	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972
A.4.3	Northeast Area station_LAPDNED	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	North Hollywood Area Station_LAPDNHD	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Newton_LAPDNWT	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Olympic Area station_LAPDOLY	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Pacific Area station_LAPDPAC	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Rampart Area station_LAPDRAM	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	Topanga Area station_LAPDTOP	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	Valley Dispatch Center_LAPDVDC	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Van Nuys Area station_LAPDVNS	21,036	\$ 22,732	\$ -	\$ 43,768	\$ 4,377	\$ 39,391
A.4.3	Wilshire Area station_LAPDWIL	131,285	\$ 20,858	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	West Los Angeles Area station_LAPDWLA	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	West Valley Area facility_LAPDWVD	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	Altadena_LASDALD	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Carson_LASDCSN	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Crescenta Valley_LASDCVS	41,846	\$ 11,366	\$ -	\$ 53,212	\$ 5,321	\$ 47,891
A.4.3	Industry_LASDIDT	203,284	\$ 22,732	\$ -	\$ 226,016	\$ 22,602	\$ 203,414
A.4.3	Lakewood_LASDLKD	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Lennox (Closed)_LASDLNX	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	North County Correctional Facility_LASDNCC	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972
A.4.3	Norwalk_LASDNWK	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Pico Rivera_LASDPRV	198,620	\$ 20,858	\$ -	\$ 219,478	\$ 21,948	\$ 197,530
A.4.3	Santa Clarita Valley_LASDSCV	203,284	\$ 22,732	\$ -	\$ 226,016	\$ 22,602	\$ 203,414
A.4.3	San Dimas_LASDSDM	80,905	\$ 20,858	\$ -	\$ 101,763	\$ 10,176	\$ 91,587
A.4.3	Temple_LASDTEM	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	FS 2_LBFD002			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 6_LBFD006			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 9_LBFD009			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 12_LBFD012	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 13_LBFD013			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 21_LBFD021			\$ -	\$ -	\$ -	\$ -
A.4.3	HQ_LBFD026	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	HQ_LBPDHQ	21,038	\$ 9,988	\$ -	\$ 31,026	\$ 3,103	\$ 27,923
A.4.3	Sylmar Converter Station - E_LDWP220	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Lost Hills/Malibu_LHS	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972
A.4.3	FS 2_LVFD002	-		\$ -	\$ -	\$ -	\$ -
A.4.3	La Verne PD_LVRNPD	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 1_MBF0001			\$ -	\$ -	\$ -	\$ -
A.4.3	Mira Loma Detention Facility_MLM	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Monrovia PD_MNRVPD			\$ -	\$ -	\$ -	\$ -
A.4.3	Montebello PD_MNTBLPD			\$ -	\$ -	\$ -	\$ -
A.4.3	Monterey Park PD_MNTPKPD	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Mount Olivet Reservoir_MOR	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 2_MRFD002			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 3_MTFBD03			\$ -	\$ -	\$ -	\$ -
A.4.3	Mount Washington_MTW	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Goodrich_PASA001	69,111	\$ 22,732	\$ -	\$ 91,843	\$ 9,184	\$ 82,659
A.4.3	FS 23_PASFD33	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Puente Hills_PHN	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	Palmdale_PLM	80,905	\$ 22,732	\$ -	\$ 103,637	\$ 10,364	\$ 93,273
A.4.3	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	73,618	\$ 20,858	\$ -	\$ 94,476	\$ 9,448	\$ 85,028
A.4.3	FS 2_RDBFD02			\$ -	\$ -	\$ -	\$ -
A.4.3	Redondo Beach PD_RDNBPDP			\$ -	\$ -	\$ -	\$ -
A.4.3	Reservoir Hill_REH			\$ -	\$ -	\$ -	\$ -
A.4.3	San Pedro City Hall_SCH	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Southeast Area station_SEP	143,078	\$ 22,732	\$ -	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 3_SFSPD03			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 4_SFSPD04	-		\$ -	\$ -	\$ -	\$ -
A.4.3	South L.A._SLA	16,529	\$ 22,732	\$ -	\$ 39,261	\$ 3,926	\$ 35,335
A.4.3	FS 2_SMFDD02			\$ -	\$ -	\$ -	\$ -
A.4.3	South Gate PD_SOGTPD	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	San Vicente Peak_SVP	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Southwest Area station_SWP	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	City Hall Radio Tower_TORC001			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 2_TORFD02			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 3_TORFD03			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 4_TORFD04			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 1_VEFD001	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	FS 3_VEFD003	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
A.4.3	Walnut/Diamond Bar_WAL	80,905	\$ 20,858	\$ -	\$ 101,763	\$ 10,176	\$ 91,587
A.4.3	FS 4_WCFD004			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 5_WCFD005			\$ -	\$ -	\$ -	\$ -
A.4.3	West Hollywood_WHD	131,285	\$ 20,858	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
Base 22.2.2	Builder's Risk Insurance	173,938	\$ -	\$ -	\$ 173,938		\$ 173,938
Base 22.3.2	Performance Bond for Phase 2 – Site Construction and Site Modification	288,800	\$ -	\$ -	\$ 288,800		\$ 288,800
Base 22.3.3	Materials and Labor Bond for Phase 2 – Site Construction and Site Modification	Included	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:		\$ 12,683,888	\$ 2,296,075	\$ -	\$ 14,960,163	\$ 1,449,780	\$ 13,510,383
ADDITIONAL SITES (AMENDMENT NO. 8)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	FS 101_LACF101 (replacing CLRMPD1)	-		\$ -	\$ -	\$ -	\$ -
A.4.1	Oat Mountain_ONK	6,375	\$ -	\$ -	\$ 6,375	\$ 638	\$ 5,737
A.4.1	Rolling Hills Transit_RHT	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	San Dimas_SDW	8,847	\$ -	\$ -	\$ 8,847	\$ 885	\$ 7,962
A.4.1	Verdugo Peak City_VPC	8,847	\$ -	\$ -	\$ 8,847	\$ 885	\$ 7,962
A.4.1	FS 54_LACF054 (replacing SOGTPD)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Site Preparation Per Site:			\$ -	\$ -	\$ -	\$ -
A.4.2	FS 101_LACF101 (replacing CLRMPD1)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	Oat Mountain_ONK	25,505	\$ -	\$ -	\$ 25,505	\$ 2,551	\$ 22,954
A.4.2	Rolling Hills Transit_RHT	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	San Dimas_SDW	11,745	\$ -	\$ -	\$ 11,745	\$ 1,175	\$ 10,570
A.4.2	Verdugo Peak City_VPC	5,021	\$ -	\$ -	\$ 5,021	\$ 502	\$ 4,519
A.4.2	FS 54_LACF054 (replacing SOGTPD)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Construct Site Improvements Per Site:			\$ -	\$ -	\$ -	\$ -
A.4.3	FS 101_LACF101 (replacing CLRMPD1)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	Oat Mountain_ONK	143,079	\$ -	\$ -	\$ 143,079	\$ 14,308	\$ 128,771
A.4.3	Rolling Hills Transit_RHT	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	San Dimas_SDW	80,905	\$ -	\$ -	\$ 80,905	\$ 8,091	\$ 72,814
A.4.3	Verdugo Peak City_VPC	16,529	\$ -	\$ -	\$ 16,529	\$ 1,653	\$ 14,876
A.4.3	FS 54_LACF054 (replacing SOGTPD)	-		\$ -	\$ -	\$ -	\$ -
Total for Additional Sites (Amendment No. 8)		\$ 306,853	\$ -	\$ -	\$ 306,853	\$ 30,688	\$ 276,165
ADDITIONAL SITES (AMENDMENT NO. 9)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Baldwin Hills_BAH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	Compton Court Building_CCB	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.1	FS 69_LAFD069 (Replacing LAFD019)	-		\$ -	\$ -	\$ -	\$ -
A.4.1	FS 12_LBFD012N (Replacing LBFD012(O))	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	8,847	\$ 1,013	\$ -	\$ 9,860	\$ 986	\$ 8,874
A.4.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.2	Site Preparation Per Site:			\$ -			
A.4.2	Baldwin Hills_BAH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	Compton Court Building_CCB	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.2	FS 69_LAFD069 (Replacing LAFD049)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	FS 12_LBFD012N (Replacing LBFD012(O))	11,745	\$ 3,232	\$ -	\$ 14,977	\$ 1,498	\$ 13,479
A.4.2	City of Long Beach 911 Dispatch_LBECOC- (Replacing LBFD026)	-		\$ -	\$ -	\$ -	\$ -
A.4.2	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	25,505	\$ 4,052	\$ -	\$ 29,557	\$ 2,956	\$ 26,601
A.4.3	Construct Site Improvements Per Site:			\$ -			
A.4.3	Baldwin Hills_BAH	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	Compton Court Building_CCB	-	\$ -	\$ -	\$ -	\$ -	\$ -
A.4.3	FS 69_LAFD069 (Replacing LAFD049)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	FS 12_LBFD012N (Replacing LBFD012(O))	69,111	\$ 20,858	\$ -	\$ 89,969	\$ 8,997	\$ 80,972
A.4.3	City of Long Beach 911 Dispatch_LBECOC- (Replacing LBFD026)	-		\$ -	\$ -	\$ -	\$ -
A.4.3	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	131,285	\$ 20,858	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
Total for Additional Sites (Amendment No. 9)		\$ 261,715	\$ 52,039	\$ -	\$ 313,754	\$ 31,376	\$ 282,378
ADDITIONAL SITES (AMENDMENT NO. 11)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Parking Lot at Pasadena PD_PASDNPD	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:			\$ -	\$ -	\$ -	\$ -
A.4.2	Parking Lot at Pasadena PD_PASDNPD	25,806	\$ 4,052	\$ -	\$ 29,858	\$ 2,986	\$ 26,872
A.4.3	Construct Site Improvements Per Site:			\$ -			
A.4.3	Parking Lot at Pasadena PD_PASDNPD	21,036	\$ 20,858	\$ -	\$ 41,894	\$ 4,189	\$ 37,705
Total for Additional Site (Amendment No. 11)		\$ 53,217	\$ 25,923	\$ -	\$ 79,140	\$ 7,914	\$ 71,226
ADDITIONAL SITES (AMENDMENT NO. 13)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	6,375	\$ 1,013	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:			\$ -	\$ -	\$ -	\$ -
A.4.2	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	20,341	\$ 3,232	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
A.4.3	Construct Site Improvements Per Site:			\$ -			
A.4.3	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	131,284	\$ 22,732	\$ -	\$ 154,016	\$ 15,402	\$ 138,614
Total for Additional Site (Amendment No. 13)		\$ 158,000	\$ 26,977	\$ -	\$ 184,977	\$ 18,498	\$ 166,479
EXCESS EQUIPMENT (AMENDMENT NO. 18)							
	72 Hour GenSet		\$ -	\$ -	\$ -	\$ -	\$ -
	24 Hour GenSet		\$ -	\$ -	\$ -	\$ -	\$ -
	PPC		\$ -	\$ -	\$ 141,204	\$ 14,120	\$ 127,084
	70' Monopole		\$ -	\$ -	\$ 1,142,536	\$ 114,254	\$ 1,028,282
	70' Monopole Platforms		\$ -	\$ -	\$ 219,132	\$ 21,913	\$ 197,219
	45' Monopole			\$ -	\$ 25,049	\$ 2,505	\$ 22,544
	Hose Tower		\$ -	\$ -	\$ 2,063,171	\$ 206,317	\$ 1,856,854
	Flagpole		\$ -	\$ -	\$ 108,855	\$ 10,886	\$ 97,969
	Monopine		\$ -	\$ -	\$ 180,052	\$ 18,005	\$ 162,047
	Towers Stopped in Fabrication		\$ -	\$ -	\$ 137,002	\$ 13,700	\$ 123,302
	Towers Stopped in Engineering		\$ -	\$ -	\$ -	\$ -	\$ -
	Generator Restocking Fee		\$ -	\$ -	\$ -	\$ -	\$ -
Total for Excess Equipment (Amendment No. 18)		\$ -	\$ -	\$ -	\$ 4,017,001	\$ 401,700	\$ 3,615,301
TOTAL FOR PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION:		\$ 13,463,673	\$ 2,401,014	\$ -	\$ 19,861,888	\$ 1,939,956	\$ 17,921,932

Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.

Note 2: Pursuant to Amendment No. 3, effective as of June 20, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 2. In connection therewith, the Unilateral Option Sum for Phase 2 of \$44,324,412 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$501,289.

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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Note 4: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority replaced certain PSBN Sites with disguised antenna support structures. The increases represent the difference between the original cost and the increased cost of disguised antenna support structures. As such, increased costs were realized in the amount of \$3,966,484. Please refer to Exhibit C.10 for detailed information on specific increases.

Note 5: Pursuant to Amendment No. 7, effective as of December 31, 2014, the Authority (a) replaced undisguised antenna support structures at certain PSBN Sites with various types of antenna support structures which resulted in credits or increases, (b) reflected an increase to add a parking light to one (1) site, and (c) reflected an increase to paint a monopole at one (1) site; all of which resulted in a cost increase of \$113,523 in Phase 2. Further, Amendment No. 7, Phase 2, reflects revised hose tower pricing which resulted in credits to 28 sites in the total amount of \$1,112,272. As such, Amendment No. 7 reflects an increase in credits from \$501,289 to \$1,889,118, an increase in Increases from \$3,966,484 to \$4,355,565, all of which reflects a net total increase of \$1,005,807 in credits between Phase 1 and Phase 2. 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). Please refer to Exhibit C.10 for detailed information on specific increases.

Note 6: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 7: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 8: Pursuant to Amendment No. 12 Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.

Note 9: Pursuant to Amendment No. 13 Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended to reflect the alleged excess equipment costs identified by Contractor. The Review of those Contractor claimed costs must still be verified and approved by the Authority once Contractor provides the sufficient documentation requested by the Authority, which the authority maintains has not yet been provided.

SCHEDULE OF PAYMENTS

EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	Supply PSBN Components:	-	-	-	\$ -	-	-
A.5.1	Primary EPC	\$ 2,641,266	\$ 392,564	-	\$ 3,033,830	\$ 303,383	\$ 2,730,447
A.5.1	Network Management System	\$ 1,201,185	\$ 168,242	-	\$ 1,369,427	\$ 136,943	\$ 1,232,484
A.5.1	System Spares			-	\$ -	\$ -	\$ -
A.5.1	Vehicular Routers	\$ 2,345,485	-	-	\$ 2,345,485	\$ 234,549	\$ 2,110,936
A.5.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	\$ -	\$ -	\$ -
A.5.1	Alhambra PD_ALHPD01			-	\$ -	\$ -	\$ -
A.5.1	Arcadia PD_ARCPD01	\$ 156,495	\$ 2,683	-	\$ 159,178	\$ 15,918	\$ 143,260
A.5.1	Azusa PD_AZPD001	\$ 156,495	\$ 2,550	-	\$ 159,045	\$ 15,905	\$ 143,140
A.5.1	Bell Gardens PD_BGPD001			-	\$ -	\$ -	\$ -
A.5.1	Beverly Hills Rexford Drive_BHR			-	\$ -	\$ -	\$ -
A.5.1	Bald Mountain_BMT	\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744
A.5.1	Baldwin Park PD_BPPD001			-	\$ -	\$ -	\$ -
A.5.1	Blue Rock_BRK			-	\$ -	\$ -	\$ -
A.5.1	Burnt Peak_BUR			-	\$ -	\$ -	\$ -
A.5.1	Burbank PD_BURPD01			-	\$ -	\$ -	\$ -
A.5.1	Criminal Court Building_CCT	\$ 141,017	\$ 2,466	-	\$ 143,483	\$ 14,348	\$ 129,135
A.5.1	Century_CEN	\$ 140,885	\$ 2,314	-	\$ 143,199	\$ 14,320	\$ 128,879
A.5.1	Carlton J. Peterson Park_CJP			-	\$ -	\$ -	\$ -
A.5.1	Claremont Microwave Tower_CLM	\$ 156,759	\$ 2,583	-	\$ 159,342	\$ 15,934	\$ 143,408
A.5.1	Claremont PD_CLRMPD1	\$ -		-	\$ -	\$ -	\$ -
A.5.1	FS 2_CPTFD02			-	\$ -	\$ -	\$ -
A.5.1	FS 4_CPTFD04	\$ 141,329	\$ 2,683	-	\$ 144,012	\$ 14,401	\$ 129,611
A.5.1	Communications-Tower_CULV001			-	\$ -	\$ -	\$ -
A.5.1	Downey PD_DWNYPD1			-	\$ -	\$ -	\$ -
A.5.1	El Monte PD_ELMNTPD	\$ 140,885	\$ 2,300	-	\$ 143,185	\$ 14,319	\$ 128,866
A.5.1	El Segundo PD_ELSGDPD			-	\$ -	\$ -	\$ -
A.5.1	FCCF-HQ_FCCF	\$ 164,174	\$ 7,269	-	\$ 171,443	\$ 17,144	\$ 154,299
A.5.1	FS 5_FS5	\$ 140,885	\$ 2,329	-	\$ 143,214	\$ 14,321	\$ 128,893
A.5.1	Gardena_GARD001	\$ 141,329	\$ 2,648	-	\$ 143,977	\$ 14,398	\$ 129,579
A.5.1	Glendale Civic Center_GCC			-	\$ -	\$ -	\$ -
A.5.1	Glendale Water & Power UOC_GDWP001			-	\$ -	\$ -	\$ -
A.5.1	FS 23_GLNDL23			-	\$ -	\$ -	\$ -
A.5.1	FS 24_GLNDL24			-	\$ -	\$ -	\$ -
A.5.1	FS 28_GLNDL28			-	\$ -	\$ -	\$ -
A.5.1	FS 3_LACF003			-	\$ -	\$ -	\$ -
A.5.1	FS 4_LACF004			-	\$ -	\$ -	\$ -
A.5.1	FS 16_LACF016			-	\$ -	\$ -	\$ -
A.5.1	FS 21_LACF021			-	\$ -	\$ -	\$ -
A.5.1	FS 23_LACF023			-	\$ -	\$ -	\$ -
A.5.1	FS 24_LACF024			-	\$ -	\$ -	\$ -
A.5.1	FS 28_LACF028			-	\$ -	\$ -	\$ -
A.5.1	FS 30_LACF030			-	\$ -	\$ -	\$ -
A.5.1	FS 31_LACF031			-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS

EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS-38_LACF038			-	\$ -	\$ -	\$ -
A.5.1	FS-44_LACF044			-	\$ -	\$ -	\$ -
A.5.1	FS-48_LACF048	\$ 19,100	\$ 2,547	-	\$ 21,647	\$ 2,165	\$ 19,482
A.5.1	FS-50_LACF050	\$ 9,550	\$ 2,317	-	\$ 11,867	\$ 1,187	\$ 10,680
A.5.1	FS-53_LACF053			-	\$ -	\$ -	\$ -
A.5.1	FS-56_LACF056			-	\$ -	\$ -	\$ -
A.5.1	FS-58_LACF058	\$ 9,550	\$ 2,314	-	\$ 11,864	\$ 1,186	\$ 10,678
A.5.1	FS-59_LACF059	\$ 44,859	\$ 2,687	-	\$ 47,546	\$ 4,755	\$ 42,791
A.5.1	FS-61_LACF061	\$ 19,100	\$ 1,864	-	\$ 20,964	\$ 2,096	\$ 18,868
A.5.1	FS-65_LACF065	\$ 19,100	\$ 1,864	-	\$ 20,964	\$ 2,096	\$ 18,868
A.5.1	FS-68_LACF068			-	\$ -	\$ -	\$ -
A.5.1	FS-69_LACF069			-	\$ -	\$ -	\$ -
A.5.1	FS-71_LACF071			-	\$ -	\$ -	\$ -
A.5.1	FS-72_LACF072			-	\$ -	\$ -	\$ -
A.5.1	FS-73_LACF073			-	\$ -	\$ -	\$ -
A.5.1	FS-76_LACF076			-	\$ -	\$ -	\$ -
A.5.1	FS-77_LACF077			-	\$ -	\$ -	\$ -
A.5.1	FS-78_LACF078			-	\$ -	\$ -	\$ -
A.5.1	FS-79_LACF079	\$ 120,245	\$ 2,553	-	\$ 122,798	\$ 12,280	\$ 110,518
A.5.1	FS-80_LACF080			-	\$ -	\$ -	\$ -
A.5.1	FS-81_LACF081			-	\$ -	\$ -	\$ -
A.5.1	FS-83_LACF083			-	\$ -	\$ -	\$ -
A.5.1	FS-84_LACF084			-	\$ -	\$ -	\$ -
A.5.1	FS-85_LACF085	\$ 19,100	\$ 2,898	-	\$ 21,998	\$ 2,200	\$ 19,798
A.5.1	FS-86_LACF086			-	\$ -	\$ -	\$ -
A.5.1	FS-87_LACF087	\$ 114,185	\$ 2,314	-	\$ 116,499	\$ 11,650	\$ 104,849
A.5.1	FS-88_LACF088			-	\$ -	\$ -	\$ -
A.5.1	FS-90_LACF090			-	\$ -	\$ -	\$ -
A.5.1	FS-91_LACF091			-	\$ -	\$ -	\$ -
A.5.1	FS-92_LACF092			-	\$ -	\$ -	\$ -
A.5.1	FS-93_LACF093	\$ 19,100	\$ 2,721	-	\$ 21,821	\$ 2,182	\$ 19,639
A.5.1	FS-95_LACF095	\$ 9,550	\$ 2,838	-	\$ 12,388	\$ 1,239	\$ 11,149
A.5.1	FS-96_LACF096			-	\$ -	\$ -	\$ -
A.5.1	FS-98_LACF098			-	\$ -	\$ -	\$ -
A.5.1	FS-99_LACF099			-	\$ -	\$ -	\$ -
A.5.1	FS-102_LACF102			-	\$ -	\$ -	\$ -
A.5.1	FS-105_LACF105			-	\$ -	\$ -	\$ -
A.5.1	FS-106_LACF106			-	\$ -	\$ -	\$ -
A.5.1	FS-107_LACF107			-	\$ -	\$ -	\$ -
A.5.1	FS-108_LACF108			-	\$ -	\$ -	\$ -
A.5.1	FS-111_LACF111			-	\$ -	\$ -	\$ -
A.5.1	FS-112_LACF112			-	\$ -	\$ -	\$ -
A.5.1	FS-114_LACF114	\$ 120,245	\$ 2,547	-	\$ 122,792	\$ 12,279	\$ 110,513
A.5.1	FS-117_LACF117	\$ 122,431	\$ 2,628	-	\$ 125,059	\$ 12,506	\$ 112,553
A.5.1	FS-118_LACF118			-	\$ -	\$ -	\$ -
A.5.1	FS-120_LACF120			-	\$ -	\$ -	\$ -
A.5.1	FS-123_LACF123			-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 129_LACFI29			-	\$ -	\$ -	\$ -
A.5.1	FS 132_LACFI32	\$ 122,431	\$ 2,543	-	\$ 124,974	\$ 12,497	\$ 112,477
A.5.1	FS 140_LACFI40			-	\$ -	\$ -	\$ -
A.5.1	FS 141_LACFI41			-	\$ -	\$ -	\$ -
A.5.1	FS 144_LACFI44			-	\$ -	\$ -	\$ -
A.5.1	FS 146_LACFI46			-	\$ -	\$ -	\$ -
A.5.1	FS 149_LACFI49			-	\$ -	\$ -	\$ -
A.5.1	FS 151_LACFI51			-	\$ -	\$ -	\$ -
A.5.1	FS153_LACFI53			-	\$ -	\$ -	\$ -
A.5.1	FS 154_LACFI54			-	\$ -	\$ -	\$ -
A.5.1	FS 157_LACFI57			-	\$ -	\$ -	\$ -
A.5.1	FS 159_LACFI59			-	\$ -	\$ -	\$ -
A.5.1	FS 161_LACFI61			-	\$ -	\$ -	\$ -
A.5.1	FS 162_LACFI62			-	\$ -	\$ -	\$ -
A.5.1	FS 163_LACFI63			-	\$ -	\$ -	\$ -
A.5.1	FS 164_LACFI64			-	\$ -	\$ -	\$ -
A.5.1	FS 169_LACFI69			-	\$ -	\$ -	\$ -
A.5.1	FS 171_LACFI71			-	\$ -	\$ -	\$ -
A.5.1	FS 173_LACFI73			-	\$ -	\$ -	\$ -
A.5.1	FS 181_LACFI81			-	\$ -	\$ -	\$ -
A.5.1	FS 183_LACFI83			-	\$ -	\$ -	\$ -
A.5.1	FS 184_LACFI84			-	\$ -	\$ -	\$ -
A.5.1	FS 187_LACFI87			-	\$ -	\$ -	\$ -
A.5.1	FS 188_LACFI88			-	\$ -	\$ -	\$ -
A.5.1	FS 192_LACFI92			-	\$ -	\$ -	\$ -
A.5.1	FS 194_LACFI94			-	\$ -	\$ -	\$ -
A.5.1	CP 2_LACFCP02			-	\$ -	\$ -	\$ -
A.5.1	CP 9_LACFCP09			-	\$ -	\$ -	\$ -
A.5.1	CP 14_LACFCP14			-	\$ -	\$ -	\$ -
A.5.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 141,017	\$ 2,317	-	\$ 143,334	\$ 14,333	\$ 129,001
A.5.1	LAC/OLIVEVIEW+UCLA_LACOLV	\$ 156,759	\$ 2,693	-	\$ 159,452	\$ 15,945	\$ 143,507
A.5.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 141,017	\$ 2,318	-	\$ 143,335	\$ 14,334	\$ 129,001
A.5.1	FS 005_LAFD005			-	\$ -	\$ -	\$ -
A.5.1	FS 012_LAFD012			-	\$ -	\$ -	\$ -
A.5.1	FS 015_LAFD015	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 016_LAFD016			-	\$ -	\$ -	\$ -
A.5.1	FS 019_LAFD019	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 029_LAFD029			-	\$ -	\$ -	\$ -
A.5.1	FS 035_LAFD035			-	\$ -	\$ -	\$ -
A.5.1	FS 042_LAFD042			-	\$ -	\$ -	\$ -
A.5.1	FS 044_LAFD044			-	\$ -	\$ -	\$ -
A.5.1	FS 047_LAFD047			-	\$ -	\$ -	\$ -
A.5.1	FS 049_LAFD049	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 055_LAFD055			-	\$ -	\$ -	\$ -
A.5.1	FS 061_LAFD061			-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS-066_LAFD066	\$ 9,550	\$ 2,444	-	\$ 11,994	\$ 1,199	\$ 10,795
A.5.1	FS-074_LAFD074			-	\$ -	\$ -	\$ -
A.5.1	FS-076_LAFD076			-	\$ -	\$ -	\$ -
A.5.1	FS-077_LAFD077			-	\$ -	\$ -	\$ -
A.5.1	FS-079_LAFD079			-	\$ -	\$ -	\$ -
A.5.1	FS-080_LAFD080			-	\$ -	\$ -	\$ -
A.5.1	FS-081_LAFD081			-	\$ -	\$ -	\$ -
A.5.1	FS-082_LAFD082			-	\$ -	\$ -	\$ -
A.5.1	FS-084_LAFD084			-	\$ -	\$ -	\$ -
A.5.1	FS-085_LAFD085			-	\$ -	\$ -	\$ -
A.5.1	FS-088_LAFD088			-	\$ -	\$ -	\$ -
A.5.1	FS-093_LAFD093			-	\$ -	\$ -	\$ -
A.5.1	FS-094_LAFD094			-	\$ -	\$ -	\$ -
A.5.1	FS-095_LAFD095			-	\$ -	\$ -	\$ -
A.5.1	FS-096_LAFD096			-	\$ -	\$ -	\$ -
A.5.1	FS-097_LAFD097			-	\$ -	\$ -	\$ -
A.5.1	FS-101_LAFD101			-	\$ -	\$ -	\$ -
A.5.1	FS-105_LAFD105			-	\$ -	\$ -	\$ -
A.5.1	FS-114_LAFD114			-	\$ -	\$ -	\$ -
A.5.1	Hermosa HQ_LALG100			-	\$ -	\$ -	\$ -
A.5.1	Zuma Lifeguard HQ_LALG300			-	\$ -	\$ -	\$ -
A.5.1	Lifeguard Division_LALG-HQ			-	\$ -	\$ -	\$ -
A.5.1	Lancaster_LAN 77TH Street Area Complex_LAPD077	\$ 156,495	\$ 2,553	-	\$ 159,048	\$ 15,905	\$ 143,143
A.5.1	Complex_LAPDCEN Devonshire Area station_LAPDDVN	\$ 140,885	\$ 2,299	-	\$ 143,184	\$ 14,318	\$ 128,866
A.5.1	Foothill Area station_LAPDFTH			-	\$ -	\$ -	\$ -
A.5.1	Hollenbeck Area station_LAPDHLB	\$ 156,495	\$ 2,731	-	\$ 159,226	\$ 15,923	\$ 143,303
A.5.1	Hollywood Area station_LAPDHWL	\$ 156,939	\$ 2,846	-	\$ 159,785	\$ 15,979	\$ 143,806
A.5.1	Mission Area station_LAPDMIS	\$ 140,885	\$ 2,301	-	\$ 143,186	\$ 14,319	\$ 128,867
A.5.1	Northeast Area station_LAPDNED	\$ 156,495	\$ 2,534	-	\$ 159,029	\$ 15,903	\$ 143,126
A.5.1	North Hollywood Area Station_LAPDNHD	\$ 156,495	\$ 2,550	-	\$ 159,045	\$ 15,905	\$ 143,140
A.5.1	Newton_LAPDNWT	\$ 156,463	\$ 2,448	-	\$ 158,911	\$ 15,891	\$ 143,020
A.5.1	Olympic Area station_LAPDOLY	\$ 156,495	\$ 2,625	-	\$ 159,120	\$ 15,912	\$ 143,208
A.5.1	Pacific Area station_LAPDPAC	\$ 140,885	\$ 2,326	-	\$ 143,211	\$ 14,321	\$ 128,890
A.5.1	Rampart Area station_LAPDRAM	\$ 141,329	\$ 2,585	-	\$ 143,914	\$ 14,391	\$ 129,523
A.5.1	Topanga Area station_LAPDTOP	\$ 169,072	\$ 2,487	-	\$ 171,559	\$ 17,156	\$ 154,403
A.5.1	Valley Dispatch Center_LAPDVDC	\$ 140,853	\$ 2,231	-	\$ 143,084	\$ 14,308	\$ 128,776
A.5.1	station_LAPDVNS	\$ 140,885	\$ 2,300	-	\$ 143,185	\$ 14,319	\$ 128,866
A.5.1	Wilshire Area station_LAPDWIL			-	\$ -	\$ -	\$ -
A.5.1	West Los Angeles Area station_LAPDWLA	\$ 140,885	\$ 2,462	-	\$ 143,347	\$ 14,335	\$ 129,012
A.5.1	West Valley Area facility_LAPDWVD	\$ 140,885	\$ 2,320	-	\$ 143,205	\$ 14,321	\$ 128,884
A.5.1		\$ 141,329	\$ 2,587	-	\$ 143,916	\$ 14,392	\$ 129,524
A.5.1		\$ 141,329	\$ 2,592	-	\$ 143,921	\$ 14,392	\$ 129,529

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	Altadena_LASDALD	\$ 156,495	\$ 2,689	-	\$ 159,184	\$ 15,918	\$ 143,266
A.5.1	Carson_LASDCSN	\$ 141,329	\$ 2,750	-	\$ 144,079	\$ 14,408	\$ 129,671
A.5.1	Crescenta Valley_LASDCVS			-	\$ -	\$ -	\$ -
A.5.1	Industry_LASDIDT	\$ 141,329	\$ 2,669	-	\$ 143,998	\$ 14,400	\$ 129,598
A.5.1	Lakewood_LASDLKD	\$ 140,885	\$ 2,328	-	\$ 143,213	\$ 14,321	\$ 128,892
A.5.1	Lennox (Closed)_LASDLNX	\$ 140,885	\$ 2,299	-	\$ 143,184	\$ 14,318	\$ 128,866
A.5.1	North County Correctional Facility_LASDNCC	\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744
A.5.1	Norwalk_LASDNWK	\$ 141,329	\$ 2,839	-	\$ 144,168	\$ 14,417	\$ 129,751
A.5.1	Pico Rivera_LASDPRV	\$ 140,885	\$ 2,320	-	\$ 143,205	\$ 14,321	\$ 128,884
A.5.1	Santa Clarita Valley_LASDSCV	\$ 156,495	\$ 2,675	-	\$ 159,170	\$ 15,917	\$ 143,253
A.5.1	San Dimas_LASDSDM	\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744
A.5.1	Temple_LASDTEM	\$ 156,939	\$ 2,838	-	\$ 159,777	\$ 15,978	\$ 143,799
A.5.1	FS 2_LBFD002			-	\$ -	\$ -	\$ -
A.5.1	FS 6_LBFD006			-	\$ -	\$ -	\$ -
A.5.1	FS 9_LBFD009			-	\$ -	\$ -	\$ -
A.5.1	FS 12_LBFD012	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	FS 13_LBFD013			-	\$ -	\$ -	\$ -
A.5.1	FS 21_LBFD021			-	\$ -	\$ -	\$ -
A.5.1	HQ_LBFD026	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	HQ_LBPDHQ	\$ 141,282	\$ 2,308	-	\$ 143,590	\$ 14,359	\$ 129,231
A.5.1	Sylmar Converter Station -- E_LDWP220	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	Lost Hills/Malibu_LHS	\$ 126,741	\$ 1,864	-	\$ 128,605	\$ 12,861	\$ 115,744
A.5.1	FS 2_LVFD002			-	\$ -	\$ -	\$ -
A.5.1	La Verne PD_LVRNPD			-	\$ -	\$ -	\$ -
A.5.1	FS 1_MBF001			-	\$ -	\$ -	\$ -
A.5.1	Mira Loma Detention Facility_MLM	\$ 156,495	\$ 2,710	-	\$ 159,205	\$ 15,921	\$ 143,284
A.5.1	Monrovia PD_MNRVPD			-	\$ -	\$ -	\$ -
A.5.1	Montebello PD_MNTBLPD			-	\$ -	\$ -	\$ -
A.5.1	Monterey Park PD_MNTPKPD			-	\$ -	\$ -	\$ -
A.5.1	Mount Olivet Reservoir_MOR			-	\$ -	\$ -	\$ -
A.5.1	FS 2_MRFD002			-	\$ -	\$ -	\$ -
A.5.1	FS 3_MTBFD03			-	\$ -	\$ -	\$ -
A.5.1	Mount Washington_MTW			-	\$ -	\$ -	\$ -
A.5.1	Goodrich_PASA001	\$ 156,495	\$ 2,690	-	\$ 159,185	\$ 15,919	\$ 143,266
A.5.1	FS 33_PASFD33	\$ -	\$ -	-	\$ -	\$ -	\$ -
A.5.1	Puente Hills_PHN	\$ 156,939	\$ 3,396	-	\$ 160,335	\$ 16,034	\$ 144,301
A.5.1	Palmdale_PLM	\$ 156,495	\$ 2,541	-	\$ 159,036	\$ 15,904	\$ 143,132
A.5.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 140,885	\$ 2,306	-	\$ 143,191	\$ 14,319	\$ 128,872
A.5.1	FS 2_RDBFD02			-	\$ -	\$ -	\$ -
A.5.1	Redondo Beach PD_RDNBPD			-	\$ -	\$ -	\$ -
A.5.1	Reservoir Hill_REH			-	\$ -	\$ -	\$ -
A.5.1	San Pedro City Hall_SCH			-	\$ -	\$ -	\$ -
A.5.1	Southeast Area station_SEP	\$ 141,329	\$ 2,655	-	\$ 143,984	\$ 14,398	\$ 129,586
A.5.1	FS 3_SFSPD03			-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS

EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 4_SFSPD04			-	\$ -	\$ -	\$ -
A.5.1	South L.A._SLA	\$ 141,329	\$ 2,674	-	\$ 144,003	\$ 14,400	\$ 129,603
A.5.1	FS 2_SMFD002			-	\$ -	\$ -	\$ -
A.5.1	South Gate PD_SOGTPD	\$ -		-	\$ -	\$ -	\$ -
A.5.1	San Vicente Peak_SVP			-	\$ -	\$ -	\$ -
A.5.1	Southwest Area station_SWP	\$ 140,885	\$ 2,326	-	\$ 143,211	\$ 14,321	\$ 128,890
A.5.1	City Hall Radio Tower_TORC001			-	\$ -	\$ -	\$ -
A.5.1	FS 2_TORFD02			-	\$ -	\$ -	\$ -
A.5.1	FS 3_TORFD03			-	\$ -	\$ -	\$ -
A.5.1	FS 4_TORFD04			-	\$ -	\$ -	\$ -
A.5.1	FS 1_VEFD001	\$ 140,885	\$ 2,317	-	\$ 143,202	\$ 14,320	\$ 128,882
A.5.1	FS 3_VEFD003	\$ 140,885	\$ 2,329	-	\$ 143,214	\$ 14,321	\$ 128,893
A.5.1	Walnut/Diamond Bar_WAL	\$ 156,495	\$ 2,543	-	\$ 159,038	\$ 15,904	\$ 143,134
A.5.1	FS 4_WCFD004			-	\$ -	\$ -	\$ -
A.5.1	FS 5_WCFD005			-	\$ -	\$ -	\$ -
A.5.1	West Hollywood_WHD	\$ 156,495	\$ 2,530	-	\$ 159,025	\$ 15,903	\$ 143,122
A.5.2	Staging	535,009	-	-	\$ 535,009	\$ 53,501	\$ 481,508
Base 22.3.2	Performance Bond for Phase 3 - Supply PSBN Components	214,400	-	-	\$ 214,400		\$ 214,400
Subtotal		\$ 16,060,015	\$ 744,003	\$ -	\$ 16,804,018	\$ 1,658,968	\$ 15,145,050
ADDITIONAL SITES (AMENDMENT NO. 8)							
A.5.1	Supply PSBN Components:						
A.5.1	FS 101_LACF101 (replacing CLRMPD1)			\$ -	\$ -	\$ -	\$ -
A.5.1	Oat Mountain_ONK	\$ 117,238	\$ -	\$ -	\$ 117,238	\$ 11,724	\$ 105,514
A.5.1	Rolling Hills Transit_RHT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.5.1	San Dimas_SDW	\$ 117,238	\$ -	\$ -	\$ 117,238	\$ 11,724	\$ 105,514
A.5.1	Verdugo Peak City_VPC	\$ 117,238	\$ -	\$ -	\$ 117,238	\$ 11,724	\$ 105,514
A.5.1	FS 54_LACF054 (replacing SOGTPD)			\$ -	\$ -	\$ -	\$ -
Total for Additional Sites (Amendment No. 8)		\$ 351,714	\$ -	\$ -	\$ 351,714	\$ 35,172	\$ 316,542
ADDITIONAL SITES (AMENDMENT NO. 9)							
A.5.1	Supply PSBN Components:						
A.5.1	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.5.1	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.5.1	FS 69_LAFD069 (Replacing LAFD019)			\$ -	\$ -	\$ -	\$ -
A.5.1	FS 12_LBFD012N (Replacing LBFD012(O))	\$ 157,292	\$ 2,314	\$ -	\$ 159,606	\$ 15,961	\$ 143,645
A.5.1	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)			\$ -	\$ -	\$ -	\$ -
A.5.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 171,986	\$ 2,530	\$ -	\$ 174,516	\$ 17,452	\$ 157,064
Total for Additional Sites (Amendment No. 9)		\$ 329,278	\$ 4,844	\$ -	\$ 334,122	\$ 33,413	\$ 300,709

SCHEDULE OF PAYMENTS

EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
ADDITIONAL SITES (AMENDMENT NO. 11)							
A.5.1	Supply PSBN Components:						
A.5.1	Parking Lot at Pasadena PD_PASDNPD	\$ 157,486	\$ 2,536	\$ -	\$ 160,022	\$ 16,002	\$ 144,020
Total for Additional Site (Amendment No. 11)		\$ 157,486	\$ 2,536	\$ -	\$ 160,022	\$ 16,002	\$ 144,020
ADDITIONAL SITES (AMENDMENT NO. 12)							
UICC (5,000 units)							
	UICC 2FF Form Factor (Routers) (Quantity 4,000 at \$49 per UICC)	\$ 196,000			\$ 196,000	\$ -	\$ 196,000
	UICC 3FF Form Factor (Smartphones) (Quantity 1,000 at \$49 per UICC)	\$ 49,000			\$ 49,000	\$ -	\$ 49,000
CISCO ROUTERS (5 unit)							
	Cisco Routers (Quantity 5 at \$2,500 each)	\$ 12,500			\$ 12,500	\$ -	\$ 12,500
	Data Service (5 units at \$1,000 each)	\$ 5,000			\$ 5,000	\$ -	\$ 5,000
Total for Additional Site (Amendment No. 12)		\$ 262,500	\$ -	\$ -	\$ 262,500	\$ -	\$ 262,500
ADDITIONAL SITE (AMENDMENT NO. 13)							
A.5.1	Supply PSBN Components:						
A.5.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	\$ 140,885	\$ 2,484	\$ -	\$ 143,369	\$ 14,337	\$ 129,032
Total for Additional Site (Amendment No. 13)		\$ 140,885	\$ 2,484	\$ -	\$ 143,369	\$ 14,337	\$ 129,032
MICROWAVE BACKHAUL AND EXCESS EQUIPMENT (AMENDMENT NO. 18)							
MICROWAVE BACKHAUL							
	Refer to Exhibit C.16 for Details	\$ -			\$ -	\$ -	\$ -
	Microwave Backhaul Equipment				\$ 813,381		\$ 813,381
EXCESS EQUIPMENT							
	Refer to Excess Equipment Detail	\$ -			\$ -	\$ -	\$ -
	2x2 eNB	\$ -			\$ -	\$ -	\$ -
	2x4 eNB				\$ -	\$ -	\$ -
	eNB Battery Backup Cabinets				\$ -	\$ -	\$ -
	TMR Backhaul Cabinets				\$ -	\$ -	\$ -
	TMR Battery Backup Cabinets				\$ -	\$ -	\$ -
	Battery Strings (4-units = 1 48V)				\$ -	\$ -	\$ -
	SP415				\$ 8,618	\$ 862	\$ 7,756
	RET 8' Antenna				\$ -	\$ -	\$ -
	RET 4' Antenna				\$ 19,596	\$ 1,960	\$ 17,636
	Ericsson Restocking Fee				\$ 1,629,212	\$ 162,921	\$ 1,466,291
	Antenna Restocking Fee				\$ 114,206	\$ 11,421	\$ 102,785
Total for Excess Equipment (Amendment No. 18)		\$ -	\$ -	\$ -	\$ 2,585,013	\$ 177,164	\$ 2,407,849
SPARE EQUIPMENT (AMENDMENT NO. 18)							
B.1.14	Spare Equipment	1,113,539	\$ -	\$ -	\$ 1,113,539	\$ 111,354	\$ 1,002,185
Total for Spare Equipment (Amendment No. 18)		\$ 1,113,539	\$ -	\$ -	\$ 1,113,539	\$ 111,354	\$ 1,002,185
TOTAL FOR PHASE 3 - SUPPLY PSBN COMPONENTS:		\$ 18,415,417	\$ 753,867	\$ -	\$ 21,754,297	\$ 2,046,410	\$ 19,707,887

SCHEDULE OF PAYMENTS

EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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Note 1: Project Administration costs for removed sites will be handled via the Amendment process in Section 2 (Changes to Agreement) of the Base Document.

Note 2: Pursuant to Amendment No. 3, effective as of June 20, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 3. In connection therewith, the Unilateral Option Sum for Phase 3 of \$47,648,311 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$527,522.

Note 4: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 6: Pursuant to Amendment No. 12 Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.

Note 7: With respect to UICC, pricing based on quantities shown above. Minimum order required of 1,000 UICCs. Pricing includes SIM card programmed with LA-RICS PSBN profile and the UICC provisioning file that is available for download on an external website. Any additional services (i.e. device provisioning in the HSS) are not included. Tax is included.

Note 8: Pursuant to Amendment No. 13 Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended to reflect the alleged excess equipment costs identified by Contractor. The Review of those Contractor claimed costs must still be verified and approved by the Authority once Contractor provides the sufficient documentation requested by the Authority, which the authority maintains has not yet been provided.

SCHEDULE OF PAYMENTS

EXHIBIT C.20.1 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)

PSBN ROUND 2 COLLOCATION SITES 1

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum - Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 1 Summary			
	Architechtrual and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 352,544	\$ -	\$ 352,544
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 642,686	\$ 29,014	\$ 613,672
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 1 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				
PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 1 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294				

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

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5B 14DUS41	3	1001239	D16K860578	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003029	D16K868694	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003052	D16L259650	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1002150	TU8KK25964	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1001799	T89R214162	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1001049	T89R214139	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003028	T89R198425	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003049	T89R198495	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003050	T89R198509	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003051	T89R198511	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1M	6	1000015	14US462191843	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000027	14US462191890	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000028	14US462191891	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000029	14US462191892	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000093	14US462199348	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000094	14US462199349	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS

Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004228	SD16P222820	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA	\$ -	\$ 2,330.88	\$ 6,992.64	\$ -	\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	1	1013184	BU7A083543	\$ -	\$ 18,259.00	\$ 18,259.00	\$ -	\$ 18,259.00
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013293	SGM32C275	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-IIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-P1RMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002924	1155697-150213-013	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 1 - Phase 3 Subtotal:									\$ 352,543.56	\$ -	\$ 352,543.56

SCHEDULE OF PAYMENTS

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

PSBN ROUND 2 COLLOCATION SITES 2

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 2 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 352,544	\$ -	\$ 352,544
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 642,686	\$ 29,014	\$ 613,672
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 2 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 2 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294				

PHASE 4 - PSBN IMPLEMENTATION						
	Installation Work:					
D.1 - D.5	Install LNX-6515DS-VTM antennas and 7/8" coax	\$ 27,975	\$ 32,171	\$ 32,171	\$ 3,217	\$ 28,954
D.1 - D.5	Install GPS antennas on tower	\$ 1,250	\$ 1,438	\$ 1,438	\$ 144	\$ 1,294
D.1 - D.5	Sweep testing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175
D.1 - D.5	Spoils Haul Off	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
	Subtotal of Installation Work:	\$ 37,425	\$ 43,039	\$ 43,039	\$ 4,304	\$ 38,735
	Project Administration for Phase 4	\$ -	\$ -	\$ 36,169	\$ 3,617	\$ 32,552
Collocation Site 2 - Phase 4 Total:		\$ 37,425	\$ 43,039	\$ 79,208	\$ 7,921	\$ 71,287

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003075	SD16K860591	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003098	D16K870577	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003121	SD16K857924	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003699	TU8KQ53032	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003095	T89R198488	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003096	T89R198491	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003097	T89R198500	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003118	T89R198447	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003119	T89R198460	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003120	T89R198496	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002599	14US462281616	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002603	14US462281622	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002605	14US462281630	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002606	14US462281632	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002613	14US462281643	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002614	14US462281645	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004145	SD16P247758	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC,,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC,,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC,,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA	\$ -	\$ 2,330.88	\$ 6,992.64	\$ -	\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	1	1013190	BU7A083545	\$ -	\$ 18,259.00	\$ 18,259.00	\$ -	\$ 18,259.00
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1003968	SGM32C279	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-IIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-PIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002927	1155697-150213-016	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 2 - Phase 3 Subtotal:									\$ 352,543.56	\$ -	\$ 352,543.56

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

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum - Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 3 Summary			
	Architechtrual and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 352,544	\$ -	\$ 352,544
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 642,686	\$ 29,014	\$ 613,672
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 3 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION						
	Site Construction and Civil Work:					
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556
Collocation Site 3 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294

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

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003144	SD16K862543	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003167	SD16K862657	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003190	SD16K856631	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003702	TU8KQ93045	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003164	T89R198453	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003165	T89R198503	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003166	T89R198493	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003187	T89R198454	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003188	T89R198457	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003189	T89R198473	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002701	14US462318432	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002707	14US462318442	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002708	14US462318443	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002709	14US462318444	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002710	14US462318445	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002712	14US462318447	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004234	SD16P211332	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	0	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC,;SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC,;SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC,;SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED004 4	3	NA	NA	\$ -	\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Ericsson	Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac)	PBMK90188	1	BU7A083528	1013191	\$ -	\$ 18,259.00	\$ 18,259.00		\$ 18,259.00
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013295	SGM32C28P	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-I1RMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-P1RMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002930	1155697-150213-019	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 3 - Phase 3 Subtotal:									\$ 352,543.56	\$ -	\$ 352,543.56

SCHEDULE OF PAYMENTS

EXHIBIT C.20.4 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)

PSBN ROUND 2 COLLOCATION SITES 4

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 4 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,859	\$ -	\$ 340,859
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 631,001	\$ 29,014	\$ 601,987
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 4 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 4 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294				

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

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003213	SD16K860563	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003236	SD16K862528	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003259	SD16K857918	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003705	TU8KQ93114	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003233	T89R198437	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003234	T89R198451	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003235	T89R198458	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003256	T89R198439	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003257	T89R198440	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003258	T89R198455	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002774	14US462318547	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002775	14US462318549	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002776	14US462318550	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002777	14US462318551	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002778	14US462318553	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002791	14US462318574	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004249	SD16P222008	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	1	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40	\$ -	\$ 6,369.40
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;,SPDT (E-TRIP,ONLY),	102274	1	NA	NA	\$ 11.11	\$ 12.23	\$ 12.23	\$ -	\$ 12.23
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;,SPDT (E-TRIP,ONLY),	102278	1	NA	NA	\$ 11.11	\$ 12.23	\$ 12.23	\$ -	\$ 12.23
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;,SPDT (E-TRIP,ONLY),	102282	1	NA	NA	\$ 11.11	\$ 12.23	\$ 12.23	\$ -	\$ 12.23
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	1	NA	NA	\$ 152.64	\$ 167.91	\$ 167.91	\$ -	\$ 167.91
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA		\$ 2,330.88	\$ 6,992.64	\$ -	\$ 6,992.64
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013289	SGM32C29C	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-IIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-PIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002933	1155697-150213-022	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 4 - Phase 3 Subtotal:									\$ 340,858.54	\$ -	\$ 340,858.54

SCHEDULE OF PAYMENTS

EXHIBIT C.20.5 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)

PSBN ROUND 2 COLLOCATION SITES 5

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 5 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,654	\$ -	\$ 340,654
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 630,797	\$ 29,014	\$ 601,782
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 5 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 5 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294				

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

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003282	SD16K862556	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003305	SD16K862043	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003328	SD16K857933	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003708	TU8KQ63517	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003302	T89R198461	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003303	T89R198481	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003304	T89R198482	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003325	T89R198449	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003326	T89R198469	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003327	T89R198471	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1000095	14US462199350	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000096	14US462199351	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000098	14US462199353	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000101	14US462199356	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000187	14US462223023	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000189	14US462223025	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004187	SD16P222004	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	1	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40	\$ -	\$ 6,369.40
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA		\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013302	SGM32CDRN	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-IIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-P1IRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002936	1155697-150213-025	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 5 - Phase 3 Subtotal:									\$ 340,653.96	\$ -	\$ 340,653.96

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

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 6 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,654	\$ -	\$ 340,654
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 630,797	\$ 29,014	\$ 601,782
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 6 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 6 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294				

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

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003374	SD16K858073	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003397	SD16K868643	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003420	SD16M591064	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003711	TU8KQ53033	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1001651	T89R214057	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003395	T89R198464	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1001946	T89R195754	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003417	T89R198415	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1013662	T89R218215	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1013663	T89R223554	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1000205	14US462251122	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000211	14US462251173	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000212	14US462251174	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1000215	14US462251178	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002597	14US462281613	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002598	14US462281614	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004260	SD16P211320	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	1	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40	\$ -	\$ 6,369.40
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA		\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013299	SGM32CDRR	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-IIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-P1IRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002939	1155697-150213-028	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 6 - Phase 3 Subtotal:									\$ 340,653.96	\$ -	\$ 340,653.96

SCHEDULE OF PAYMENTS

EXHIBIT C.20.7 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)

PSBN ROUND 2 COLLOCATION SITES 7

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum - Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 7 Summary			
	Architechtural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,654	\$ -	\$ 340,654
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 630,797	\$ 29,014	\$ 601,782
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 7 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION						
	Site Construction and Civil Work:					
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556
Collocation Site 7 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294

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

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003443	D16K860593	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003466	D16K856616	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003489	D16K868698	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXX1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003714	TU8KQ53045	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003463	T89R198476	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003464	T89R198485	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003465	T89R198506	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003486	T89R198480	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003487	T89R198483	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003488	T89R198505	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-AIM, DUA	DQLNX6515DSA1 M	6	1002616	14US462281647	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002630	46US462281661	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002635	46US462281666	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002681	14US462307181	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002692	14US462307252	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002693	14US462307253	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004272	SD16P212239	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXX1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	1	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40	\$ -	\$ 6,369.40
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC,;SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC,;SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC,;SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED004 4	3	NA	NA		\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013281	SGM32CDSZ	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-I1RMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-P1RMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002943	1155697-150213-032	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 7 - Phase 3 Subtotal:									\$ 340,653.96	\$ -	\$ 340,653.96

SCHEDULE OF PAYMENTS
EXHIBIT C.20.8 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)
PSBN ROUND 2 COLLOCATION SITES 8

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 8 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,654	\$ -	\$ 340,654
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 630,797	\$ 29,014	\$ 601,782
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 8 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 8 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294				

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

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003512	D16K868401	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003535	D16K862516	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003604	D16K113615	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003717	TU8KQ53094	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003532	T89R198421	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003533	T89R198445	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003534	T89R198462	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003555	T89R198444	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003556	T89R198468	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003557	T89R198484	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002694	14US462307255	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002695	14US462307256	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002696	14US462307257	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002697	14US462307259	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002698	14US462307260	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002699	14US462307261	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004287	SD16P216555	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	1	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40	\$ -	\$ 6,369.40
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA		\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013285	SGM32CDT2	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-IIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-P1IRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002948	1155697-150213-037	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 8 - Phase 3 Subtotal:									\$ 340,653.96	\$ -	\$ 340,653.96

SCHEDULE OF PAYMENTS

EXHIBIT C.20.9 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)

PSBN ROUND 2 COLLOCATION SITES 9

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Deilverable	Price Extended to Motorola	Unilateral Option Sum	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount	Phase	Contract Sum -Full Payable Amount	10% Holdback Amount	Payble Amount Less 10%Holdback Amount
PHASE 1 - SYSTEM DESIGN							Collocation Site 9 Summary			
	Architectural and Engineering Work and Costs:						Phase 1	\$ 61,720	\$ 6,172	\$ 55,548
A.4 -A.6	Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ)	\$ 15,000	\$ 17,250	\$ 17,250	\$ 1,725	\$ 15,525	Phase 2	\$ 149,215	\$ 14,922	\$ 134,294
A.4 -A.6	Structural Seismic calculations as required by AHJ (cabinets and trays)	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763	Phase 3	\$ 340,654	\$ -	\$ 340,654
A.4 -A.6	Site Design Visit	\$ 1,800	\$ 2,070	\$ 2,070	\$ 207	\$ 1,863	Phase 4	\$ 79,208	\$ 7,921	\$ 71,287
A.4 -A.6	Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623	Total:	\$ 630,797	\$ 29,014	\$ 601,782
A.4 -A.6	Record Drawings	\$ 2,000	\$ 2,300	\$ 2,300	\$ 230	\$ 2,070				
A.4 -A.6	Structural Analysis of Self Supported Towers Less than 500 Feet	\$ 4,000	\$ 4,600	\$ 4,600	\$ 460	\$ 4,140				
A.4 -A.6	Permit Preparation for Collocated Site (Excludes Environmental Permitting)	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
A.4 -A.6	Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting)	\$ 3,500	\$ 4,025	\$ 4,025	\$ 403	\$ 3,623				
A.4 -A.6	Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175				
	Subtotal of Architectural and Engineering:	\$ 43,800	\$ 50,370	\$ 50,370	\$ 5,037	\$ 45,333				
	Project Administration for Phase 1	\$ -	\$ -	\$ 11,350	\$ 1,135	\$ 10,215				
Collocation Site 9 - Phase 1 Total:		\$ 43,800	\$ 50,370	\$ 61,720	\$ 6,172	\$ 55,548				

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION										
	Site Construction and Civil Work:									
B.1	Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any special provisions for methane migration as required by AHJ.	\$ 18,000	\$ 20,700	\$ 20,700	\$ 2,070	\$ 18,630				
B.1	Supply and install H-Frame, meter can, disconnect etc.	\$ 4,600	\$ 5,290	\$ 5,290	\$ 529	\$ 4,761				
B.1	Install of customer supplied fiber mux/telco box, PPC on H-Frame	\$ 1,900	\$ 2,185	\$ 2,185	\$ 219	\$ 1,967				
B.1	Supply and install conduits and conductors from H-Frame to Equipment pad	\$ 13,100	\$ 15,065	\$ 15,065	\$ 1,507	\$ 13,559				
B.1	Supply and install cable tray from tower to equipment (max 25')	\$ 5,500	\$ 6,325	\$ 6,325	\$ 633	\$ 5,693				
B.1	Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56	\$ 7,500	\$ 8,625	\$ 8,625	\$ 863	\$ 7,763				
B.1	Megger three point grounding test of the site	\$ 1,500	\$ 1,725	\$ 1,725	\$ 173	\$ 1,553				
B.1	Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet	\$ 13,750	\$ 15,813	\$ 15,813	\$ 1,581	\$ 14,231				
B.1	Power systems cabling	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312				
B.1	Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ.	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
B.1	Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to ATS. Assumes pickup is in LA County)	\$ 8,500	\$ 9,775	\$ 9,775	\$ 978	\$ 8,798				
	Subtotal of Site Construction & Civil Work:	\$ 86,050	\$ 98,958	\$ 98,958	\$ 9,896	\$ 89,062				
C.2	Warehousing (12 Months)	\$ 6,450	\$ 7,418	\$ 7,418	\$ 742	\$ 6,676				
	Project Administration for Phase 2	\$ -	\$ -	\$ 42,840	\$ 4,284	\$ 38,556				
Collocation Site 9 - Phase 2 Total:		\$ 92,500	\$ 106,375	\$ 149,215	\$ 14,922	\$ 134,294				

PHASE 4 - PSBN IMPLEMENTATION						
	Installation Work:					
D.1 - D.5	Install LNX-6515DS-VTM antennas and 7/8" coax	\$ 27,975	\$ 32,171	\$ 32,171	\$ 3,217	\$ 28,954
D.1 - D.5	Install GPS antennas on tower	\$ 1,250	\$ 1,438	\$ 1,438	\$ 144	\$ 1,294
D.1 - D.5	Sweep testing	\$ 5,000	\$ 5,750	\$ 5,750	\$ 575	\$ 5,175
D.1 - D.5	Spoils Haul Off	\$ 3,200	\$ 3,680	\$ 3,680	\$ 368	\$ 3,312
	Subtotal of Installation Work:	\$ 37,425	\$ 43,039	\$ 43,039	\$ 4,304	\$ 38,735
	Project Administration for Phase 4	\$ -	\$ -	\$ 36,169	\$ 3,617	\$ 32,552
Collocation Site 9 - Phase 4 Total:		\$ 37,425	\$ 43,039	\$ 79,208	\$ 7,921	\$ 71,287

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
eNB Collocation Site Equipment											
eNB	ERICSSON	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	RBS6101AC3BW5 B14DUS41	3	1003627	D16K857926	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003650	D16K874431	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
					1003673	D16J589937	NA	\$ 72,855.00	\$ 72,855.00	\$ -	\$ 72,855.00
eNB	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	RET CONTROL CABLE , BLACK 3.0 M	1/TSR48421/3000	9	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Modulen/GPS 02 01; GPS Receiver Unit	1PNCD90141/1R2B	1	1003720	TU8KQ93107	NA	\$ 1,422.00	\$ 1,422.00	\$ -	\$ 1,422.00
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/2	1	1003647	T89R198414	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/3	1	1003648	T89R198441	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/4	1	1003649	T89R198442	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/5	1	1003670	T89R198470	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/6	1	1003671	T89R198486	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	ERICSSON	RET INTERFACE UNIT (Tranceiver RIU E60941941)	KRC115032/7	1	1003672	T89R198492	NA	\$ 1,098.33	\$ 1,098.33	\$ -	\$ 1,098.33
eNB	COMMSCOPE	RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M	ATCB-B01-009	3	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
eNB	ERICSSON	Antenna/GPS Active Antenna	1PKRE1012082/1	1	NA	NA	\$ 1,868.51	\$ 2,055.36	\$ 2,055.36	\$ -	\$ 2,055.36
eNB	ERICSSON	Ericsson,UCXMU03,,,,Baseband R503,(XMU03)	KDU137949/1	3	NA	NA	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55	\$ -	\$ 5,875.55
eNB	ERICSSON	Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,,	RPM2530292/5000,	6	NA	NA	\$ 40.52	\$ 44.57	\$ 267.40	\$ -	\$ 267.40
Lines and Antennas Equipment											
Lines and Antennas	ERICSSON	Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA	DQLNX6515DSA1 M	6	1002713	14US462318450	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002714	14US462318451	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002715	14US462318452	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002719	14US462318456	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002720	14US462318457	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33
					1002723	14US462318460	NA	\$ 2,177.33	\$ 2,177.33	\$ -	\$ 2,177.33

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
Lines and Antennas	Site Pro	Antenna Sector frame	VFA14RRU or other mount as recommended by towerdesigner	1	NA	NA	\$ 1,775.00	\$ 1,952.49	\$ 1,952.49	\$ -	\$ 1,952.49
Lines and Antennas	MOTOROLA VENDOR	LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote)	LRPGDLTELINE LRPGDLTEACCY	1	NA	NA	\$ 7,237.31	\$ 7,961.05	\$ 7,961.05	\$ -	\$ 7,961.05
Lines and Antennas	MOTOROLA VENDOR	Ground Bar - 4"x18" tinned w/ hardware (MEGA)	UGBKIT-0420-T	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SPD Mounting Bracket	BFD-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED	TSXDC-DFM-C	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX)	78EZDF	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	WEATHERPROOFING KIT FOR CONNECTORS	245174	24	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE	L5SGRIP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	GROUNDING KIT FOR 5/8" & 7/8" CABLE	CSG78-06B1A	36	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	SSH-78 7/8" SNAPSTAK HANGER 10PK	SSH-78	10	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT)	F4ADMDM1MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT)	F4ADMDM3MP	3	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT)	F4ADMDM4MP	9	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT)	F4ADMDR3MP	12	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	1/2" CABLE HANGER KIT STAINLESS		5	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray 18" x 5" x 12'	LT-18-4D	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Cable tray cover for 18" tray	LT-VSS-18	2	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Lines and Antennas	MOTOROLA VENDOR	Mechanical Downtilt Kit	850-10013	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment											
TMR / Transport Cabinet Equipment	ERICSSON	TMR Equipped Cabinet 6101 AGO	BMK90594	1	1004199	SD16P210874	NA	\$ 12,841.00	\$ 12,841.00	\$ -	\$ 12,841.00
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS	NTM2011285/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Handle2 / Lock Handle	SXK1072465/1R1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Set of Materials/Expander Bolts M12X90MM (Anchor Kit)	NTM 201 2977/2	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -
TMR / Transport Cabinet Equipment	ERICSSON	Lock/Lock Key Cabinet Key Only	SMB102103/1	1	NA	NA	NA	\$ -	\$ -	\$ -	\$ -

PHASE 3 - SUPPLY PSBN COMPONENTS											
Equipment/ System	Manufacture	Item Description	Manufacturer /Model Number	Total Site Order Quantity	Applicable Asset Number	Applicable Serial Number	New Equipment Price Extended to Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback
DC Power Plant and Battery Back Up (BBU) equipment											
DC Power Plant and BBU	Vertiv	ATT POWER CABINET, 48V,	F1011032	1	NA	NA	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40	\$ -	\$ 6,369.40
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;,SPDT (E-TRIP,ONLY),	102274	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;,SPDT (E-TRIP,ONLY),	102278	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;,SPDT (E-TRIP,ONLY),	102282	0	NA	NA	\$ 11.11	\$ 12.23	\$ -	\$ -	\$ -
DC Power Plant and BBU	Emerson Energy	Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU,	1R482000E3	0	NA	NA	\$ 152.64	\$ 167.91	\$ -	\$ -	\$ -
DC Power Plant and BBU	NORTH STAR	Battery String (48V)	NSB170FTRED0044	3	NA	NA		\$ 2,330.88	\$ 6,992.64		\$ 6,992.64
DC Power Plant and BBU	Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
DC Power Plant and BBU	Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	0	NA	NA	\$ 3,772.28	\$ 4,149.50	\$ -	\$ -	\$ -
Power and Telco Equipment											
Power Telco	Kohler	Generator 24/72 Hour	20REOZK	1	1013287	SGM32CDT4	NA	\$ 49,695	\$ 49,694.67	\$ -	\$ 49,694.67
Power Telco	Pantrol / Generac	Camlock Type 3r Enclosure	PL-IIRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	Pantrol	Camlock Accessory - Model 0J9898	PL-P1IRMG2	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Power Telco	MSI / LA-RICS Un-Deployed	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1	1002952	1155697-150213-041	NA	\$ 6,724.00	\$ 6,724.00	\$ -	\$ 6,724.00
Power Telco	Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	1	NA	NA	\$ 254.04	\$ 279.44	\$ 279.44	\$ -	\$ 279.44
Power Telco	Talley	Standard Hframe	TLY-HFRAME	1	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation Site 9 - Phase 3 Subtotal:									\$ 340,653.96	\$ -	\$ 340,653.96

SCHEDULE OF PAYMENTS

EXHIBIT C.20.10 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS)

SPARE EQUIPMENT FOR PSBN ROUND 2 COLLOCATION SITES

PHASE 3 - SUPPLY PSBN COMPONENTS						
Equipment/ System	Manufacture	Item Description	Serial Number	Applicable Asset Number	Total Site Order Qty	Contract Sum - Full Payable Amount
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318527	1002757	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318528	1002758	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318537	1002767	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318538	1002768	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318540	1002769	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318546	1002773	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318575	1002792	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318576	1002793	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462318577	1002794	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462297737	1002797	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462297733	1002798	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462297738	1002799	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462297734	1002800	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462297882	1002801	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462294233	1002802	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462297710	1002803	1	\$2,177.33
Lines and Antennas Equipment	COMMSCOPE/ANDREW	Antenna, Lowband; with Actuator	14US462297857	1002804	1	\$2,177.33
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	D16J589954	1002556	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16J635370	1002157	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16K696227	1002178	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16K113613	1002220	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16J589958	1002241	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16J589933	1002262	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16K695383	1002283	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16K694893	1002430	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16J635382	1002472	1	\$72,855.00
eNB	Ericsson	LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ 2TX/4RX Configuration License	SD16J620002	1002304	1	\$72,855.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	TU8KK25946	1002152	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	TU8KQ63514	1003697	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KAN3213	1001865	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KN25936	1002146	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	TU8KK26033	1002153	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KY16713	1002155	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	TU8KK25940	1002156	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	TU8KQ53063	1003700	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	TU8KQ93116	1003701	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KN98919	1000330	1	\$1,422.00

PHASE 3 - SUPPLY PSBN COMPONENTS						
Equipment/ System	Manufacture	Item Description	Serial Number	Applicable Asset Number	Total Site Order Qty	Contract Sum - Full Payable Amount
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KN97437	1001259	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ53093	1003703	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ93123	1003706	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ53031	1003707	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ93115	1003709	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ63518	1003710	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ53069	1003712	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ63536	1003713	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ53081	1003715	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ53074	1003718	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ93046	1003719	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ93106	1003721	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ93044	1003722	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ93105	1003723	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ53039	1003724	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KQ53047	1003725	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	TU8KBE0363	1013641	1	\$1,422.00
eNB	Ericsson	Modulen/GPS 02 01; GPS Receiver Unit	STU8KAN3217	1013658	1	\$1,422.00
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R190305	1003578	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R190365	1003579	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R190394	1003580	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R190328	1003601	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R190351	1003602	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R190370	1003603	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198467	1002450	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R218044	1002322	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R223658	1013652	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190383	1000468	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190404	1000470	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190376	1000472	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R195746	1000774	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R195725	1000775	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R195736	1000776	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190645	1000859	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190615	1001026	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190616	1001027	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190634	1001028	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190657	1001068	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190642	1001069	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190627	1001070	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190349	1001152	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190385	1001153	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190442	1001154	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190637	1001215	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	ST89R190624	1001216	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R195762	1002366	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198494	1003072	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198499	1003073	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198508	1003074	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198446	1003141	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198456	1003142	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198465	1003143	1	\$1,098.33

PHASE 3 - SUPPLY PSBN COMPONENTS						
Equipment/ System	Manufacture	Item Description	Serial Number	Applicable Asset Number	Total Site Order Qty	Contract Sum - Full Payable Amount
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198472	1003210	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198475	1003211	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198498	1003212	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198474	1003279	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198478	1003280	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198479	1003281	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198448	1003348	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198466	1003349	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198502	1003350	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198490	1003440	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198497	1003441	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198510	1003442	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198403	1003509	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198413	1003510	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198418	1003511	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198398	1003624	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198426	1003625	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198443	1003626	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198424	1003693	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198428	1003694	1	\$1,098.33
eNB	Ericsson	RET INTERFACE UNIT (Tranceiver RIU E60941941)	T89R198435	1003695	1	\$1,098.33
Batteries	NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	16	\$37,294.08
Power_Telco	ERICSSON	TMR Equipped Cabinet 6101 AGO	SD16P223123	1004202	1	\$12,841.00
Power_Telco	ERICSSON	TMR Equipped Cabinet 6101 AGO	SD16P226080	1004301	1	\$12,841.00
Spare Equipment for Collocation Sites Total:						\$928,764.84

SCHEDULE OF PAYMENTS

EXHIBIT C.21.1 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITE 1 (MONOPOLE)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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	\$ 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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	\$ -	\$ -	\$ -
	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	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	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
Valmont	70' MONOPOLE - 69' POLE WITH 1' FOUNDATION	TBD	N/A	N/A	1	\$ 19,413.00	\$ 23,382.96	\$ 23,382.96
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	1	\$ 443.00	\$ 533.59	\$ 533.59
	Reserved							
	Reserved							
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
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
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 1 - Phase 3 Total:								\$ 156,862.16

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	\$ -	\$ -	\$ -
	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	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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 2 - Phase 3 Total:								\$ 160,632.05

SCHEDULE OF PAYMENTS

EXHIBIT C.21.3 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITE 3 (MONOPOLE)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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.21.3 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 3 (MONOPOLE)

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	\$ -	\$ -	\$ -
	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	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
Tower Equipment								
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
Valmont	70' MONOPOLE - 69' POLE WITH 1' FOUNDATION	TBD	N/A	N/A	1	\$ 19,163.00	\$ 23,081.83	\$ 23,081.83
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	1	\$ 443.00	\$ 533.59	\$ 533.59
	Reserved							
	Reserved							
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
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 350.00	\$ 350.00	\$ 350.00
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 3 - Phase 3 Total:								\$ 155,936.49

SCHEDULE OF PAYMENTS

EXHIBIT C.21.4 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITE 4 (MONOPOLE)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 4 - Phase 3 Total:								\$ 178,594.35

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 5 - Phase 3 Total:								\$ 178,594.35

SCHEDULE OF PAYMENTS

EXHIBIT C.21.6 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITE 6 (MONOPOLE)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 6 - Phase 3 Total:								\$ 178,594.35

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 7 - Phase 3 Total:								\$ 178,594.35

SCHEDULE OF PAYMENTS

EXHIBIT C.21.8 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITE 8 (MONOPOLE)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 8 - Phase 3 Total:								\$ 178,594.35

SCHEDULE OF PAYMENTS

EXHIBIT C.21.9 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITE 9 (MONOPOLE)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 9 - Phase 3 Total:								\$ 178,594.35

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	\$ -	\$ -	\$ -
	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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 10 - Phase 3 Total:								\$ 160,632.05

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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)

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	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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 11 - Phase 3 Total:								\$ 160,632.05

SCHEDULE OF PAYMENTS
EXHIBIT C.21.12 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)
PSBN ROUND 2 URBAN SITE 12 (MONOPOLE)
(TBD)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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 (MONOPOLE)
(TBD)

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	1007644	SGM32D446	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	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
Tower Equipment								
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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 12 - Phase 3 Total:								\$ 160,632.05

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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	\$ 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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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 SITES 13 (Monopole)

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	1007648	SGM32D44B	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	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
Tower Equipment								
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
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 21,796.50	\$ 21,796.50
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
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	\$ 443.00	\$ 443.00	\$ 443.00
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 13 - Phase 3 Total:								\$ 160,632.05

SCHEDULE OF PAYMENTS

EXHIBIT C.21.14 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITES 14 (COLLOCATION)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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	\$ 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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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 SITES 14 (COLLOCATION)

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	1007645	SGM32D447	1	\$ -	\$ -	\$ -
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	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	\$ -	\$ -	\$ -
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 14 - Phase 3 Total:								\$ 129,223.08

SCHEDULE OF PAYMENTS

EXHIBIT C.21.15 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)

PSBN ROUND 2 URBAN SITES 15 (COLLOCATION)

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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	\$ 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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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 SITES 15 (COLLOCATION)

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	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
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 15 - Phase 3 Total:								\$ 129,223.08

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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								
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)

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								
MSI / LA-RICS Excess	CAC Configuration AC/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
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:								\$ 127,836.70

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

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	CONNECTION CABLE/RJ45>RJ45 STRAIGHT	TSR4820211/2400	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
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	\$ -	\$ -	\$ -
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.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-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								
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)

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-A45201190P	1002953	1155697-150213-042	1	N/A	\$ 6,724.00	\$ 6,724.00
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	\$ 6,570.00
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:								\$ 135,872.94



**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

June 11, 2019

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

Dear Directors:

**APPROVE SITE LICENSE AND GENERATOR AGREEMENTS FOR
LONG TERM EVOLUTION ROUND 2 SYSTEM SITES WITH SOUTHERN
CALIFORNIA EDISON (SCE)**

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute agreements substantially similar in form to the enclosed Site License and Generator Agreements (SLAs) with Southern California Edison (SCE) for sites in the Public Safety Broadband Network (PSBN, also known as Long Term Evolution or LTE System).

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the SLAs with SCE to allow LTE System Round 2 Work at six (6) SCE-owned sites for the design, construction, implementation, operation and maintenance of the LTE System Round 2 equipment at the sites attached as Enclosure 1, are within the scope of the activities your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 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. Authorize the Executive Director to finalize and execute Site License and Generator Agreements with SCE, substantially similar in form to the agreements attached hereto.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for site access agreements for the use of specific sites by the Authority for LMR and/or Long Term Evolution ("LTE") broadband communications sites. With respect to LTE Round 2, discussions and negotiations with SCE have resulted in the attached twelve (12) Site License and Generator Agreements, Enclosures 2.

Entering into the proposed Site License and Generator Agreements with SCE would provide the Authority with a license to use a portion of their owned property for use as LTE Round 2 communications sites. Upon final construction of the LTE Round 2 sites and approval of the asset transfer of BTOP grant funded equipment to AT&T/FirstNet by NTIA, SCE will enter into a Lease Agreement with AT&T/FirstNet per the terms of the Master Lease Agreement already in place between the parties. The SAA between SCE and LA-RICS will then terminate. The licensed sites will include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LTE Round 2 communications facility.

Delegated authority is requested to execute the agreements on substantially similar terms and conditions as previously approved by your Board for the LTE and/or LMR installations. Granting approval for the execution of the proposed agreements will assist in keeping the LTE Round 2 project schedule on track, and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with SCE follows below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
Southern California Edison (SCE)	6	3 years with seven 1-year option to renew	Gratis to LA-RICS	None	N/A

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of the proposed LTE System Round 2 sites would allow for greater frequency flexibility and would increase broadband coverage, especially in those areas where there is no current or very limited LTE coverage. The addition of new LTE infrastructure at the SCE sites will provide public safety agencies the opportunity to increase their coverage footprint for their responders. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

No Fiscal Impact.

ENVIRONMENTAL DOCUMENTATION


As the CEQA lead agency, the Authority determined on January 24, 2019, that design, construction, implementation, operation, and maintenance of LTE System Round 2 equipment at the six (6) SCE sites on Enclosure 1 are categorically exempt from review under CEQA pursuant to CEQA Guidelines section 15301, 15303, 15304, and/or 15332. This determination is based on a detailed analysis available in the project's record, which is incorporated in relevant part into the record of proceedings of these SLAs, which demonstrates that the LTE Round 2 communication equipment proposed at these 6 SCE sites (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use (Guidelines § 15301); (2) 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); (3) 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/or (4) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at these 6 sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.) Approval and execution of Site License and Generator Agreements at these SCE sites are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged.

Upon the Board's approval of the recommended action, the Authority will file Notices of Exemption with the County Clerk for the SAAs for SCE pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,


SCOTT EDSON
EXECUTIVE DIRECTOR

SE:wst:pl

Enclosures

cc: Counsel to the Authority

AGENDA ITEM L

Site List

LONG TERM EVOLUTION (LTE) ROUND 2 SITES					
Site ID	Facility Name	Organization	Address Line	City	Zip Code
SCEDUN	SCE Dunlap	Southern California Edison	Dunlap Crossing Road, 50' west of SCE Transmission Tower CA 6116C	Pico Rivera	90606
SCEGAL	SCE Gallatin Substation	Southern California Edison	8823 Manzanar Ave	Downey	90240
SCEMERC2	SCE Merced Substation (2)	Southern California Edison	1408 S Azusa Ave	West Covina	91791
SCENOLA	SCE Nola Substation	Southern California Edison	18901 S Main St	Carson	90248
SCEPLM	SCE Palmdale Substation	Southern California Edison	40th Street E and E Ave., R-8	Palmdale	93550
SCESTUD2	SCE Studebaker Self Storage (2)	Southern California Edison	698 N Studebaker Rd	Long Beach	90803

SITE LICENSE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY
AND
THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

TABLE OF CONTENTS

1.	DEFINITIONS.....	1
2.	TERM	2
3.	LICENSE	2
4.	APPLICATION PROCESS.....	2
5.	FEES AND PAYMENTS	3
6.	COMMUNICATION FACILITY CONSTRUCTION AND USE OF COMMUNICATION EQUIPMENT.....	3
7.	ACCESS AND USE OF THE SITE	6
8.	REGULATORY MODIFICATIONS TO SLA.....	6
9.	INDEMNITY.....	6
10.	INSURANCE	7
11.	FORCE MAJEURE	8
12.	DEFAULT BY CUSTOMER	8
13.	LIMITATION OF LIABILITY.....	9
14.	RESOLUTION OF DISPUTES.....	9
15.	TERMINATION.....	9
16.	TAXES.....	10
17.	LIENS	10
18.	UTILITIES.....	10
19.	NOTICES	10
20.	REPRESENTATIONS, WARRANTIES, COVENANTS, AND DISCLAIMER	11
21.	MISCELLANEOUS PROVISIONS	12

EXHIBITS

- A. Plot Plan Describing Site and Utility Route
- B. Site Access Requirements

SITE LICENSE AGREEMENT NO. ____
BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY
AND
THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

SITE NAME: _____
SITE REFERENCE NUMBER: _____

THIS SITE LICENSE AGREEMENT ("SLA"), entered into as of _____, 20__ ("Effective Date"), is between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE" or "Site Licensor"), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority ("LA-RICS" or "Licensee") (referred to herein individually as a "Party" or, collectively, as the "Parties")

RECITALS

This SLA is made with reference to the following facts:

- A. SCE is a public utility company regulated by the California Public Utilities Commission ("CPUC") and is principally engaged in the business of providing electric services to its customers throughout its service territory in Southern and Central California. SCE owns properties within this service territory that are used for electric utility purposes and that may be suitable for new wireless communication facilities.
- B. Licensee was established pursuant to a Joint Powers Agreement dated January 2009 for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network in the County of Los Angeles. Licensee desires to receive a license for space on certain SCE property for the placement and operation of wireless equipment. Subject to the conditions precedent described herein, SCE is willing to grant such licenses pursuant to the terms of this SLA.
- C. Licensee desires to license the Site described herein as _____ which Licensee shall use as a wireless Communication Facility pursuant to this SLA; and SCE desires to license the Site to Licensee for such use.
- D. SCE and LA-RICS shall enter into this SLA, in anticipation of the transfer of ownership of the Communication Facility to AT&T as the operator of the FirstNet public safety broadband system.

AGREEMENT

NOW THEREFORE, in consideration of these premises and of the mutual obligations and covenants in this SLA, the Parties agree as follows:

1. DEFINITIONS

Terms with the initial letter or letters capitalized, whether in the singular or plural, shall have the following meanings:

- a. **Applicable Requirement.** Any laws, codes, regulations and requirements of any and all governmental or quasi-governmental authorities, including federal, state, local or municipal governmental entities and regulatory agencies or other similar authority with jurisdiction over this SLA or the use of the Communication Facility.
- b. **Application:** The form to be used to request approval for a Site; in the form provided to Licensee by SCE.
- c. **Communication Equipment.** Equipment owned by Licensee and installed in or on a Communication Facility.
- d. **Communication Facility:** Improvements made, and Communications Equipment installed, by Licensee on a Site pursuant to this SLA. Typically, such improvements include several communication equipment cabinets or a twelve foot by twenty foot building with a single tower attached thereto and other ancillary improvements.

- e. Government Approval: Any franchise, license, permit, authorization, environmental approval, consent or similar official document, regardless of type or form, that Licensee must obtain to satisfy Applicable Requirements.
- f. Interim Fees: The aggregate of the "License Fee" as set forth in Section 5.1, and the fees set forth in Section 3 (Fees) in the accompanying *License Agreement for Emergency Generator Installation, Operation and Maintenance of SCE Property*, by and between the Parties.
- g. SCE's Costs: The actual amount of any direct and indirect costs incurred by SCE pursuant to this SLA, with five percent (5%) added to these costs for overhead expenses plus the applicable revenue sharing mechanism adjustment.
- h. SCE Property: Property owned by SCE that contains a Site or that is used to access a Site.
- i. Site: The portion of SCE Property that Licensee is authorized to use under this SLA.
- j. Third-Party Property Right: Any right in, over or on any public or private property, other than SCE Property, that is required for Licensee to access or use a Site.

2. TERM

The initial term of this SLA shall begin on the Effective Date and shall continue, unless terminated sooner, for three (3) years. This SLA shall renew automatically for seven (7) additional terms of one (1) year each except when notice of non-renewal is given. The terms and conditions for any renewal period shall remain the same except for adjustments in the License Fee pursuant to Section 5. Notice of non-renewal may be given by either SCE or Licensee in writing no later than ninety (90) days prior to the end of the then-current term.

Notwithstanding anything to the contrary herein, SCE and Licensee agree that this License shall automatically terminate, without any action on the part of SCE or Licensee, upon the transfer of the Communication Facility to AT&T.

3. LICENSE

- A. SCE hereby grants Licensee a license to use the Site for a new Communication Facilities.
- B. The Communication Facility is to be built by Licensee at Licensee's sole risk and expense in conformity with the Site Application approved by SCE and the Approved Plans.
- C. Attached hereto as Exhibit A is a plot plan describing the Site. Licensee's rights under this SLA include a nonexclusive right to access the Site (seven [7] days per week, twenty four [24] hours per day) during the term of this SLA in accordance with the Site Access Requirements attached hereto as Exhibit B, along a path approved for this purpose shown in Exhibit A. Additionally, Licensee may arrange for utility services along a route extending to the Site from appropriate connection points, as shown in Exhibit A.

4. APPLICATION PROCESS

- a. Licensee must complete and submit an SCE Application to request use of a Site.
- b. Licensee shall have sole responsibility to obtain and maintain, at its sole cost, any Third-Party Property Rights that are needed for Licensee to access the Site or to install its ancillary equipment (such as electric or telephone utility lines), as well as to operate or maintain such equipment or to perform any related work.
- c. Licensee may physically inspect and investigate the Site, conduct tests, and review information about the Site in SCE's possession at a convenient time for SCE and in conformity with SCE's requirements for access to the Site. Licensee shall repair any damage or disturbance to the Site resulting from such activities and shall restore the Site to its original condition.
- d. SCE may accept or reject an Application in its reasonable discretion. The following reasons for rejection of an Application by SCE shall conclusively be deemed reasonable: (1) the Application is incompatible with SCE's use or plans to use the Site; (2) information that SCE requires to review the Application is incomplete or inadequate; (3) the Radio Frequency Emission impact is unacceptable; (4) approval of the Application would conflict with rights previously granted to others; or (5) Licensee has not obtained a necessary Government Approval or Third Party Property Rights.

- e. Licensee shall accept the Site “as is,” subject to any rights or uses that pre-date the execution of this SLA, and agrees that SCE will not be required to make any changes to the Site. Further, Licensee shall provide any additional information that is requested by SCE about Licensee’s intended use of a specific Site.
- f. SCE may impose additional conditions as part of its written acceptance of an Application. If Licensee notifies SCE within ten (10) days of receipt of the conditions that it is unwilling to accept the new or changed conditions, then the Application will be deemed withdrawn by mutual consent and neither Party shall have any liability as a result.
- g. SCE’s acceptance of an Application will not obligate SCE to reserve the Site for Licensee or guarantee the future availability of the Site.
- h. SCE may change the Application form at any time without notice to Licensee at any time upon notice to Licensee; however, Licensee will not be required to resubmit any form that was submitted to SCE prior to the change.

5. FEES AND PAYMENTS

5.1 The license fee (“License Fee”) for the first year is TWENTY-ONE THOUSAND FIVE-HUNDRED DOLLARS (\$21,500) be payable as set forth herein below. The License Fee shall be increased by three percent (3%) on each anniversary of the Effective Date..

In addition to payment of the License Fee, Licensee shall pay SCE for the work similar to that described below (“SCE Work”). The fees for this work will be detailed in a letter signed by both Parties prior to the commencement of any such work and shall not exceed \$80,000.

- Research to determine SCE Property Rights and assessor’s parcel number, and provide to Licensee a copy of the vesting document indicating the SCE Property Rights;
- Physical inspection of the potential Site to evaluate whether the Site is suitable for the proposed Communication Facility.
- SCE construction supervision, including pre-construction meetings, SCE observers and/or substation checkers; and
- Review of required documents and reports (Plans) as described in Section 6.1.a.

5.2 Notwithstanding Section 5.1 of this SLA, or anything in this SLA to the contrary, whether expressly or by implication, SCE hereby acknowledges and agrees as to the following:

5.2.1 Interim Fees are not due and owing to SCE unless, until, and upon the transfer of the Communication Facility to AT&T;

5.2.2 Interim Fees are the obligation of AT&T solely. Neither LA-RICS nor the County of Los Angeles shall have any responsibility for payment of any Interim Fees. Upon transfer of the Communication Facility to AT&T, SCE and AT&T agree to immediately execute a lease for use of the Site, effective as of the transfer of the Communication Facility to AT&T, by executing an SLA to that existing Master Lease Agreement between AT&T and SCE executed **DATE HERE**. That new SLA will give AT&T the rights to use and operate the generator installed by Licensee pursuant to that *License Agreement for Emergency Generator Installation, Operation and Maintenance of SCE Property*, by and between the Parties. Thereafter, and only if the Communication Facility is transferred to AT&T, AT&T shall pay the Interim Fees within 30 days of the transfer of the Communication Facility.

5.2.3 Licensee shall be responsible for the payment of the SCE Work, as defined in Section 5.1, totaling, but not exceeding \$10,000 for SCE review of Plans, as described in Section 6.1(B)(a), and \$70,000 for SCE physical inspection and construction supervision over the Site Work. In no event shall Licensee be responsible to pay to SCE any amount over the total fixed fee sum of \$80,000 described in this Section 5.2.3 to SCE.

Payments should be made to SCE at the following address:

Southern California Edison Company
Edison Carrier Solutions
2 Innovation Way, 1st Floor
Pomona, CA 91768
Attn: Carrier Solutions – Accounts Receivable

6. COMMUNICATION FACILITY CONSTRUCTION AND USE OF COMMUNICATION EQUIPMENT

6.1 CONSTRUCTION OF THE COMMUNICATION FACILITY AND OTHER SITE IMPROVEMENTS

A. General Requirements for Site Work. Licensee will be solely responsible for any work of construction, alteration, or major repair on or to a Site (collectively, "Site Work") and for all costs or expenses associated with such work.

B. Conditions for Site Work. Licensee and their contractors or subcontractors, shall comply with the following conditions (or obtain SCE's written waiver of such conditions) in connection with Site Work:

a. Plans and Specifications. Licensee shall provide SCE with land use drawings, construction plans, tower and foundation calculations, and other specifications for SCE's review and approval before any such plans are submitted for Government Approval. Licensee shall provide SCE with a copy of any reports or studies prepared by or for Licensee about the condition of the Site or Licensee's proposed use of the Site, including soil tests, geological reports, environmental assessment reports and a Ground Rise Potential study (collectively, the "Plans"). The Plans must be sufficient in content, detail and form to permit SCE's approval. Further, a qualified and licensed electrical engineer shall perform and certify the grounding detailed on the Plans meets the requirements of the Ground Rise Potential study. An architect or engineer, licensed by the State of California, shall prepare and certify the remainder of the Plans. The Plans shall specify that the Site Work will be: (a) performed within the exterior property lines of the Site, except for any activities on contiguous SCE properties that are approved by SCE to facilitate the Site Work, (b) completed within a specified period after it begins, and (c) in compliance with any Applicable Requirements, including, without limit, any environmental conditions or requirements.

b. SCE's Approval of Plans. SCE shall notify Licensee of SCE's approval or rejection of the Plans. SCE will not unreasonably reject or delay approval of the Plans. Further, if SCE rejects the original submittal, Licensee may revise its Plans and resubmit them; however, resubmission will not extend any time limit for commencing or completing construction activities without SCE's written approval.

c. Notice of Intent to Construct and Pre-Construction Site Meeting. After Licensee has satisfied the previous conditions, Licensee may provide SCE with written notice requesting to commence the Site Work. This notice will include the date that Licensee expects to complete the Site Work. Licensee shall not commence any Site Work until Licensee has received SCE's written approval to do so. Prior to allowing commencement of any Site Work, SCE will conduct a pre-construction meeting at the Site and Licensee will maintain a complete set of the Plans in the form approved and stamped by SCE ("Approved Plans") at the Site.

d. Standard for Performance of Site Work. All Site Work shall comply with the Approved Plans, industry standards and any Applicable Requirements. Licensee shall be solely responsible for the construction means, methods, techniques, sequences or procedures used in performing the Site Work, including for any temporary works installed during construction. Licensee shall maintain the Site in a safe, orderly and neat condition at all times and the completed Site Work shall be free from faulty materials or workmanship. If, at any time, one or more of these requirements is not fully satisfied, then SCE may suspend Licensee's right to perform any Site Work. Licensee shall not resume the Site Work until it is notified by SCE that it may do so. SCE shall not be liable for any costs or expenses that result from suspending Site Work pursuant to this provision. SCE shall have the right to post and maintain on the Site any notices of non-responsibility permitted under applicable law.

e. Use of a General Contractor. Licensee shall use a general contractor that is licensed by the State of California for all Site Work. Licensee shall be solely responsible for any work performed by its general contractor, or any subcontractors, and for ensuring that all contractors and subcontractors fully comply with any requirements that pertain to this work. An SCE observer must be present at all times work is being performed.

C. Final Plans and Specifications. Upon completion of Site Work, Licensee shall provide SCE with a complete set of the final "As-Built" plans and specifications ("Final Plans") with the necessary Government Approvals and in the form consistent with the Plans previously approved by SCE. The Final Plans shall comply

with the requirements set forth in subpart (1) above and must be approved by a licensed architect or engineer as accurately depicting the improvements constructed by Licensee.

D. Interpretation of Final Plans. The documents that are part of the Final Plans shall be construed to be consistent and to supplement each other whenever possible. In the event of an irreconcilable conflict between them, the specifications shall control over the drawings and the provisions of this SLA shall control both the drawings and specifications.

E. Inspection of Completed Site Work. SCE reserves the right to conduct a formal inspection of the completed construction and Licensee agrees that it will, at Licensee's cost and expense, promptly correct any defects identified by the inspection.

F. Changes in Plans. Licensee shall obtain SCE's consent before it makes material changes to, or deviations from the Approved Plans.

G. Ownership Rights. Licensee will own the Communications Facility for the term of this SLA. Licensee's use of the Communications Facility may be limited by any improvements on or near the Site that pre-date SCE's execution of this SLA with Licensee. This Site will be ultimately incorporated into the federal First Responder Network Authority's ("FirstNet") National Public Safety Broadband Network ("NPSBN") operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "AT&T"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("NOAA Grants Office") and National Telecommunications and Information Administration ("NTIA"). Licensee will seek approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the Site once completed to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, if Licensee is granted approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the Site to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, Licensee shall terminate this Agreement early and transfer the Site to AT&T.

H. Maintenance and Repairs. Licensee shall at its sole cost and risk: (1) maintain the Site and Communications Facility in good and safe condition and repair, ordinary wear and tear excepted, and in compliance with all Applicable Requirements, and (2) promptly and diligently repair, restore, or replace any Communications Facility that is fully or partially damaged or destroyed to its previous condition. Any site work must be performed pursuant to SCE's maintenance and modification processes. SCE shall not be required to furnish any facilities or services or make any alterations of any kind on or to the Site to facilitate performance of this work. The condition of the Communications Facility after this maintenance, compliance, repair, restoration, or replacement work shall be equal in value, quality, and use to the condition of the Communications Facility before the event giving rise to this work.

6.2 INSTALLATION AND USE OF COMMUNICATION EQUIPMENT

- A. Request for Approval to Install and Use Communication Equipment. Licensee must obtain SCE's written approval before installing, placing or adding any Communication Equipment at the Site. SCE will not unreasonably deny approval requests.
- B. Installation of Communications Equipment. Licensee shall install the approved Communication Equipment at its sole cost and expense and must have an SCE observer on site at all times work is being performed. Licensee will notify SCE after the Communication Equipment is installed. The Communication Equipment shall be marked to indicate its ownership.
- C. Use of Communication Equipment. Licensee may use its Communication Equipment to provide wireless telecommunication services (when duly authorized to do so by the FCC and the CPUC), provided Licensee's Communication Equipment does not interfere with the existing communication equipment of SCE or a third party whose installations predate that of Licensee. If, at any time, SCE informs Licensee that any Communication Equipment is interfering with existing properly operating communication equipment of SCE or a third party whose installations predate that of Licensee, then Licensee shall eliminate the interference within a reasonable period of time. In the event SCE installs, or permits any of its lessees or licensees to install equipment on SCE's Property or SCE's adjacent property that causes interference to Licensee's equipment, SCE shall take all action necessary to cure such interference within a reasonable period of time.
- D. Maintenance, Repair and Replacement of Communication Equipment. Licensee shall maintain, repair and replace the Communication Equipment to ensure it is in good operating condition, complies with any Applicable

Requirements and its use does not interfere with the rights or activities of others. Any replacement of Communication Equipment on the Site, Licensee shall comply with Section 6.2.B above and must be performed pursuant to SCE's maintenance and modification processes. SCE shall not be responsible for any maintenance, repair or replacement of the Communication Equipment.

- E. Inspection Right of SCE. SCE may inspect the Communication Equipment or related work at any time upon reasonable prior written notice to Licensee.
- F. Compliance with Third Party Requirements. The Communication Equipment shall be installed and used in compliance with all Applicable Requirements including, but not limited to, those of the CPUC, the FCC, or Federal Aviation Authority ("FAA"). Licensee shall not submit an application to the FAA relating to any Site without the prior written consent of SCE.
- G. Removal of Communication Equipment. Licensee shall promptly repair, replace or remove any Communication Equipment that interferes with the operation of other communication equipment, in violation of Section 6.2.C above, or where continued use of the Communication Equipment is in violation of Applicable Requirements. SCE shall have the right to remove any Communication Equipment that is not removed upon termination of Licensee's rights to use a Site. Licensee shall reimburse SCE's Costs to remove, store or dispose of the Communication Equipment.

7. ACCESS AND USE OF THE SITE

- A. Access Rights of Licensee: SCE shall permit Licensee unrestricted access to the Communication Facility, subject to any specific access requirements for the Site.
- B. Hazardous Materials: Except for the use of sealed emergency back-up batteries, an SCE-approved fire suppression system or small quantities of cleaning products ordinarily used by commercial businesses, Licensee shall not use, generate, store, or dispose of any Hazardous Materials on, under, about or within any Site(s) and/or any adjacent SCE Properties. Further, the use of the above identified Hazardous Materials by Licensee shall comply with all Applicable Requirements for possession and use of Hazardous Materials. Hazardous Materials shall include, without limit, any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos).
- C. Backup Generators: Licensee shall not install or operate any backup generators at the Site unless agreed by the Parties in a separate generator license agreement.
- 8. **SCE's Right to Use of SCE Property**: Licensee's use of the Site shall at all times be subordinate to SCE's use of the Site and any other SCE Property to provide utility services. Whenever both SCE's electrical service capacity and Licensee's telecommunications capacity are adversely affected by an incident, the restoration of Licensee's capacity may be delayed until SCE can restore its electrical service capacity. However, SCE will permit Licensee to restore its capacity as long as such restoration efforts do not interfere with SCE's restoration activities.

SCE shall retain all of its current rights to use the SCE Property, or any portion thereof, including the right to enter under, upon and/or into the Site, or any portion thereof, after execution of this SLA; provided that SCE's exercise of such rights does not unreasonably interfere with Licensee's authorized use of a specific Site under this SLA.Intentionally DeletedREGULATORY MODIFICATIONS TO SLA

In the event a decision is issued by a regulatory authority at the federal, state, or local level that results in a material adverse change in this SLA, or SCE's or Licensee's ability to perform its obligations or receive expected benefits under such SLA, either party may terminate this SLA by written notice to the other party.

9. INDEMNITY

- a. Except to the extent caused by the negligence or intentional misconduct of SCE or its agents, employees or contractors, Licensee shall indemnify, defend and hold harmless SCE, its parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns, from any and all fines, penalties or interest, costs, liabilities, claims and expenses (including fire suppression expenses), related to fires, death or injury to any person or from a loss or damage to any real, personal or other property, caused by, arising from, in connection with, or relating to (i) Licensee's breach of any obligation, duty, representation or warranty contained in this SLA, or (ii) any act or omission by Licensee or by any of Licensee's employees,

agents, contractors, affiliates, or invitees in connection with this SLA, or (iii) the Communications Facility, or (iv) any Site Work performed by Licensee, their employees, agents, or contractors, except to the extent caused by the sole active negligence or willful misconduct of SCE in performing this SLA. The obligations of Licensee under this Section 9 shall arise at such time, if any, that any claim is made, or loss is incurred by SCE, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of Licensee hereunder.

- b. Licensee shall promptly notify SCE of the existence of any matters to which Licensee's defense and indemnity obligations apply. Licensee shall defend at its own expense with mutually acceptable counsel any such matter; provided that SCE (and its insurers) shall at all times also have the right to fully participate in the defense and consent to any settlement or compromise.

10. INSURANCE

10.1 Required Insurance.

At all times during the term of this SLA and for such additional periods as may be specified herein, Licensee shall, at its own expense, provide and maintain in effect, and shall require each of its subcontractors that perform work at any SCE Property to provide and maintain in effect, those insurance policies and minimum limits of coverage as specified below, and such additional coverage as may be required by applicable law, with insurance companies authorized to do business in the state of California with an A.M. Best's Insurance Rating of not less than A-: VII. In no way do these minimum insurance requirements limit or relieve Licensee of the obligations assumed elsewhere in this SLA, including but not limited to Licensee's defense and indemnity obligations.

- A. Licensee, its contractor and/or subcontractors shall provide Workers' Compensation Insurance with statutory limits, as required by the state having jurisdiction over their employees, and Employer's Liability Insurance with limits of not less than:
 - a. Bodily Injury by accident - \$1,000,000 each accident
 - b. Bodily Injury by disease - \$1,000,000 policy limit
 - c. Bodily Injury by disease - \$1,000,000 each employee.
- B. Commercial General Liability Insurance, written on an "occurrence," not claims-made, basis, covering all operations by or on behalf of Licensee arising out of or connected with the SLA, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance shall bear a per occurrence limit of not less than \$1,000,000 and an annual aggregate of not less than \$2,000,000, exclusive of defense costs, for all coverages. Such insurance shall contain standard cross-liability and severability of interest provisions.
- C. Commercial Automobile Liability Insurance covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of Licensee's or Licensee's contractor or subcontractors owned, non-owned and hired automobiles in the performance any work at any SCE Property.

10.2 Primary Insurance/Waiver of Subrogation/Additional Insured.

The insurance required above shall apply as primary insurance to, without a right of contribution from, any other insurance or self-insurance maintained by or afforded to SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Licensee's policies to the contrary. To the extent permitted by Applicable Law, and excluding the Professional Liability (Errors and Omissions) insurance policy, Licensee and its insurers shall be required to waive all rights of recovery from or subrogation against SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees and insurers. The Commercial General Liability and Umbrella/Excess Liability insurance required above shall name SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees as additional insureds for liability arising out of the acts or omissions of Licensee, its employees or agents and for liability arising out of Licensee's work at any SCE Property.

10.3 Insurance Certificate.

Within 30 days after the SLA is executed, and within a reasonable time after coverage is renewed or replaced, Licensee or Licensee's contractor or subcontractors shall furnish to SCE certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to SCE

naming "SCE" as additionally insured. All deductibles, co-insurance and self-insured retentions applicable to the insurance above shall be paid by Licensee. Licensee shall provide SCE with at least 30 days' prior written notice in the event of cancellation of coverage. SCE's receipt of certificates that do not comply with the requirements of this Section, or Licensee's failure to provide certificates, shall not limit or relieve Licensee of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section and shall not constitute a waiver of any of the requirements in this Section.

10.4 Licensee may meet the requirements of this Section by self-insurance, provided that Licensee shall have satisfied all requirements of any applicable California law, regulation or direction relating to self-insurance. If Licensee elects self-insurance, Licensee shall provide SCE annually with a certificate of self-insurance from the State of California.

10.5 Non-Compliance Remedies.

If Licensee fails to comply with any of the provisions of this Section, Licensee, among other things and without restricting SCE's remedies under the law or otherwise, shall, at its own cost and expense, provide SCE with the same protections and benefits that an insurer would have, had the insurance been maintained in accordance with the provisions in this Section. With respect to the required Commercial General Liability, Umbrella/Excess Liability, Commercial Automobile Liability insurance and Pollution Liability insurance, if applicable, Licensee shall provide a current, full and complete defense to SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the provisions in this Section.

11. FORCE MAJEURE

Except for payment obligations, the obligations of a Party hereunder may be excused if the Party provides timely notice that it is unable to fulfill an obligation by reason of a Force Majeure Event, as defined below; provided such Party exercises due diligence to remove such inability with all reasonable dispatch and promptly resumes performance once the Force Majeure Event ends. If the Force Majeure Event continues for more than ninety (90) continuous days, then either Party may terminate this SLA affected by the Force Majeure Event without liability for such termination. A Force Majeure Event shall include any cause beyond the reasonable control of the Party, such as severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, Acts of God, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and/or similar disputes, restraint by court order or public authority, and action or non-action by or inability to obtain authorization or approval from any governmental agency or authority after the Effective Date, which by the exercise of due diligence the non performing party has been unable to overcome.

12. DEFAULT BY LICENSEE

1. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by Licensee:
 - a. The failure by Licensee to make any payment required to be made hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from SCE.
 - b. The failure by Licensee to observe or perform any of the covenants, conditions, or provisions of this SLA after notice from SCE provided such failure continues for a period of thirty (30) days after written notice is given by SCE. However, it shall not be deemed an Event of Default by Licensee if Licensee shall commence to cure such failure within such thirty (30) day period and thereafter diligently pursue such cure to completion, so long as the Parties agree that a cure is possible within a reasonable period of time. If, after thirty (30) days, or a longer period agreed to by the Parties, Licensee has not cured an Event of Default, then SCE shall give Licensee written notice of such fact and the SLA shall thereupon be terminated.
 - c. The failure by Licensee to maintain in effect as needed, a governmental authorization or property right or to comply with an Applicable Requirement.
 - d. The subjection of any right or interest of Licensee in the Site or other SCE Property to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days.

- e. The filing of a voluntary or involuntary petition by or against Licensee under any law for the purpose of adjudicating Licensee a bankrupt; or for extending time for payment, adjustment, or satisfaction or Licensee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing, or other initial event.
2. SCE remedies for such an Event of Default, without limiting SCE's right to pursue other remedies available to it at law or equity, shall include: (1) termination of this SLA, effective upon notice to Licensee, (2) an immediate right to remove, at Licensee's expense, any or all of the Communication Facility, Communication Equipment, or other property of Licensee from SCE's Property, (3) invocation of the dispute resolution process, provided for in Section 14 of this SLA; and/or (4) suspension of Licensee's right to ability to request or receive any further licenses under this SLA.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL SCE BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS SLA OR THE PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF, EXCEPT TO THE EXTENT CAUSED BY THE SOLE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF SCE IN PERFORMING THIS SLA. FURTHER, THE AMOUNT OF SCE'S AGGREGATE LIABILITY OR DAMAGES UNDER THIS SLA SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE ANNUAL LICENSE FEES RECEIVED BY SCE FOR LICENSEE'S USE OF THE SITE WITH RESPECT TO WHICH THE LIABILITY OR DAMAGES RELATE.

14. RESOLUTION OF DISPUTES

- a. Except as may otherwise be set forth expressly herein, all disputes arising under this SLA shall be resolved as set forth in this Section 14.
- b. SCE and Licensee shall attempt in good faith to resolve any dispute arising out of or relating to this SLA promptly by negotiations between authorized representatives of each of the Parties. Any dispute which cannot be resolved between the authorized representatives shall be referred to an officer or designee, of each of the Parties for resolution. SCE or Licensee may give the other Party written notice of any dispute. Within twenty (20) days after delivery of such notice, the designated parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, SCE or Licensee may initiate a mediation of the controversy. The mediation shall be facilitated by a mediator that is acceptable to all parties and shall conclude within sixty (60) days of its commencement, unless SCE and Licensee agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, SCE and Licensee shall enter into a written agreement for the mediation services. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding, except where the claim arises from an Event of Default described in Section 12.1 (d) above, and each party shall bear its own legal fees and expense.
- c. All negotiations and any mediation conducted pursuant to this Section 14 shall be confidential and shall be treated as compromise and settlement negotiations, under the California Evidence Code.
- d. Notwithstanding the foregoing provisions, either SCE or Licensee may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.
- e. SCE and Licensee shall continue to perform their obligations under this SLA pending final resolution of any dispute arising out of or relating to this SLA.
- f. If SCE and Licensee, after good faith efforts to resolve a dispute under the terms of this SLA (as provided in subpart B above), cannot agree to a resolution of the dispute, either Party may pursue whatever legal remedies may be available to such Party, at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County, California.

15. TERMINATION

- a. During the term of this SLA or any extension thereof, SCE shall have the right to terminate the SLA if the Site is needed for SCE to conduct its utility business. In the event that this were to occur, SCE would use good faith efforts to provide at least one hundred eighty (180) days prior notice to Licensee, unless a shorter time is required, and would use good faith efforts to find another Site that could be used by Licensee. In the event SCE terminates under this provision, SCE shall refund any remaining prepaid License Fee to Licensee.
- b. Licensee shall have the right to terminate the SLA for convenience upon one hundred eighty (180) days written notice to SCE.
- c. No termination under this Section shall release either Party from any liability or obligation (whether of indemnity or otherwise) that has accrued or that may accrue by reason of such termination.

16. TAXES

Licensee shall pay: (1) any increases in real property taxes levied against any SCE Properties and/or any Site(s) directly attributable to an increase in assessed value of the SCE Property as a result of the improvements constructed thereon by Licensee; (2) any fee, tax, or other charge that a federal, state or local government may assess against SCE for occupancy or use of the Site by Licensee; or (3) any increase in SCE's taxes due to an Internal Revenue Service ruling that the addition of Licensee's Communication Facility on SCE's Property is considered a taxable contribution in aid of construction ("CIAC"). SCE shall invoice Licensee for any amount due hereunder and Licensee agrees to pay such amount, including any income tax component of the contribution ("ITCC") relating to that property at the prevailing ITCC rate in place at the time that the CIAC is deemed taxable to SCE, as directed by SCE.

17. LIENS

During the term hereof, Licensee shall keep all Sites free from all liens, including but not limited to mechanics liens, and further encumbrances by reason of any use of a Site(s) by Licensee. It is further agreed that in the event Licensee shall fail to pay any lien(s) when due, and if such failure continues for ten (10) days after receipt of written notification from SCE, then SCE shall have the right to pay the same and Licensee shall reimburse SCE for such payment upon demand, together with interest at the maximum rate allowed by law from the date of SCE's payment.

18. UTILITIES

Licensee shall arrange for any utility or other services it requires at the Site and shall do so in conformity with plans approved by SCE for the specific Site. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.

19. NOTICES

All notices hereunder must be in writing and must be delivered in person or sent by prepaid messenger, delivery service, email, or certified U.S. mail. Any notice delivered in person will be considered given on the day the notice is received by the intended recipient. Any notice sent by messenger or delivery service will be considered given on the date the messenger or delivery service guarantees delivery. Any notice sent by certified U.S. mail will be considered given on the date of delivery shown on the receipt card, or if no delivery date is shown, on the date of the postmark on the receipt card. All notices are to be given at the addresses indicated below:

If to SCE: Southern California Edison Company
Edison Carrier Solutions
2 Innovation Way, 1st Floor
Pomona, CA 91768
Phone: (909) 274-1930
Fax: (909) 274-3974
Email: ECSOrdersWireless@sce.com

If to Licensee: LA-RICS Authority
2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Executive Director

With copy to: Roberto Saldana, Deputy County Counsel
Office of the County Counsel
500 West Temple Street
Los Angeles, California 90012
Phone: (213) 974-1887
Fax: (213) 613-4751
Email: RSaldana@counsel.lacounty.gov

Unless SCE otherwise specifies in writing, License Fee checks shall be made payable to Southern California Edison Company as set forth in Section 5.

20. REPRESENTATIONS, WARRANTIES, COVENANTS, AND DISCLAIMER

- 1) Licensee represents and warrants to SCE and covenants with SCE as follows:
 - a. Authority. Licensee is a Joint Powers Authority duly organized, validly existing and in good standing under the laws of the State of its organization and has all requisite corporate power and authority to enter into and perform this SLA, according to the terms, covenants and conditions contained in this SLA.
 - b. Restrictions. To the best of Licensee's knowledge, the execution of this SLA, any instrument or document required by this SLA, and the consummation of the transactions contemplated by this SLA will not violate any article, bylaw or other corporate restriction, or any statute, ordinance, law, order, ruling, certificate or license, regulation or demand of any court, regulatory agency or other tribunal to which Licensee is subject.
 - c. Binding Obligation. This SLA, when duly executed by Licensee, shall constitute a valid, legal and binding obligation of Licensee, and shall be enforceable in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership, conservatorship, readjustment of debts, or other similar laws affecting the rights of creditors generally.
 - d. Government Approvals. Licensee will obtain any necessary authorizations, licenses or approvals to enter into and to perform its obligations to install and operate its equipment as contemplated under this SLA and shall refrain from any action that requires approval by any governmental or regulatory entity until such approvals have been obtained and, once obtained, shall maintain, supplement and renew any such authorizations, licenses or approvals as and when needed.
 - e. Conduct of Business. Licensee will ensure that its equipment is installed and used in a safe and prudent manner to provide non-interfering wireless communications, exclusively, in compliance with applicable laws, regulations and government orders.
 - f. Compliance with Government Requirements. To its knowledge, Licensee has not violated any rule, order or regulation issued by any government authority with respect to its business or operations which may materially and adversely affect Licensee's ability to execute and perform its obligations under this SLA.
 - g. Financing Restrictions. This SLA does not or will not violate any terms, covenants, conditions or restrictions in any mortgages, bonds and other indentures of Licensee.
 - h. Resources and Capacity. Licensee possesses and will maintain sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this SLA.
- 2) SCE represents and warrants to Licensee and covenants with Licensee as follows:
 - a. Authority. SCE is corporation duly organized, validly existing and in good standing under the laws of the State of California, and has all requisite corporate power and authority to enter into this SLA and to perform according to the terms, covenants and conditions contained in this SLA.
 - b. Restrictions. To the best of SCE's knowledge, the execution of this SLA, any instrument or document required by this SLA, and the consummation of the transactions contemplated by this SLA will not violate any article, bylaw or other corporate restriction, or any statute, ordinance, law, order, ruling, certificate or license, regulation or demand of any court, regulatory agency or other tribunal to which SCE is subject.
 - c. Binding Obligation. This SLA, when duly executed by SCE, shall constitute a valid, legal and binding obligation of SCE, and shall be enforceable in accordance with its terms, subject to the effect of any

bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership, conservatorship, readjustment of debts, or other similar laws affecting the rights of creditors generally.

- d. Compliance with Government Requirements. To its knowledge, SCE has not violated any rule, order or regulation issued by any government authority with respect to its business or operations which may materially and adversely affect SCE's ability to execute and perform its obligations under this SLA.
- e. Resources and Capacity. SCE possesses sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this SLA.

3) DISCLAIMER OF AVAILABILITY, SUITABILITY AND CONDITION OF ANY SITES.

SCE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER CONCERNING THE CURRENT OR FUTURE AVAILABILITY, SUITABILITY OR CONDITION OF ANY SITES. IN ITS SOLE REASONABLE DISCRETION, SCE MAY DETERMINE THAT ANY REQUESTED SITE IS NOT AVAILABLE. FURTHERMORE, IT IS SPECIFICALLY UNDERSTOOD AND HEREBY ACKNOWLEDGED BY LICENSEE THAT ANY SITE MADE AVAILABLE HEREUNDER, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, WILL BE PROVIDED BY SCE ONLY ON AN "AS-IS" BASIS, SUBJECT TO PRIOR USES OF ANY CONTIGUOUS PROPERTIES AND WITHOUT ANY WARRANTY BY SCE ABOUT THE MERCHANTABILITY OR CONDITION OF SUCH SITE OR ITS SUITABILITY FOR LICENSEE'S PURPOSES. FURTHER, LICENSEE ACKNOWLEDGES THAT SCE HAS INFORMED LICENSEE THAT ITS DECISION TO SIGN AN SLA FOR A SITE MUST BE BASED SOLELY ON ITS OWN ANALYSIS OF THE CONDITION AND SUITABILITY OF THE SITE AND NOT ON ANY STUDIES OR ANALYSIS PROVIDED BY SCE AND NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE) ARE INCLUDED AS PART OF THIS SLA NOR WILL THEY BE PART OF THIS SLA.

NEITHER SCE NOR ANY OF SCE'S OFFICERS, EMPLOYEES, OR AGENTS HAS MADE ANY REPRESENTATIONS TO THE CONTRARY, NOR IS CUSTOMER ENTERING INTO THIS SLA IN RELIANCE UPON ANY SUCH REPRESENTATION.

21. MISCELLANEOUS PROVISIONS

- a. Title to Site. SCE warrants and agrees that SCE has good and sufficient title to the Site.
- b. Quiet Enjoyment and SCE's Non-interference. SCE shall not intentionally cause or permit any new use of the Site that unreasonably interferes with or impairs the operation of the Communication Facility.
- c. Recording. Licensee shall not record this SLA without SCE's prior written consent.
- d. Compliance with Applicable Requirements: Licensee agrees that it shall comply at all times during the term of this SLA, with all Applicable Requirements. In addition, Licensee shall be solely responsible for ensuring that the installation and operation of its and Licensee's Communication Facility is in compliance with all Applicable Requirements. Further, notwithstanding any provision herein or elsewhere to the contrary, SCE may, without the prior consent of Licensee, provide information about this SLA, any attachments to this SLA or Licensee's compliance with any Applicable Requirements to any governmental or regulatory entity that requests such information.
- e. Maintenance of Records by Licensee: For the term of this SLA and for one year thereafter, SCE shall have the right to require that Licensee provide SCE with copies of: (1) any or all permits, consents, authorization, or approvals issued by a governmental agency or authority, including regulatory agency, with jurisdiction over Licensee, the operation of its business or the performance of the Site Work, including but not restricted to, land use permits, grading permits, zoning permits and building permits, and (2) any or all easements, licenses or approvals from private property owners that are required to access the Site. Licensee shall promptly comply with any request made by SCE under this paragraph.
- f. Review or Inspection Rights of SCE: Any review of information submitted by Licensee to SCE for review or any inspection by SCE of work performed by Licensee, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this SLA. Licensee further agrees that it will not hold SCE liable for any loss or damages resulting directly or indirectly from any review or inspection by SCE, or SCE's failure to review or inspect, and to indemnify SCE from any third-party claim that SCE's review or inspection or failure to review or inspect resulted, directly or indirectly, in any loss or damage.

- g. California Law: This SLA and its performance- shall be governed, interpreted, construed, and regulated by the laws of the State of California.
- h. Assignment: Licensee shall not assign this SLA without the prior written consent of SCE, which consent SCE may withhold in SCE's sole discretion. Subject to the foregoing, this SLA shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Notwithstanding the foregoing or any language to the contrary contained herein, SCE acknowledges that LA-RICS intends to assign this SLA to AT&T, and therefore the assignment of this SLA to AT&T shall be a permitted assignment which shall not require SCE's approval.
- i. Interpretation: The language of each part of this SLA shall be construed simply and according to its fair meaning, and shall never be construed either for or against either Party, regardless of which Party may have drafted the provision.
- j. Nature of Rights: Nothing in this SLA shall obligate SCE to grant Licensee permission to use any SCE Properties in the future and nothing in this SLA shall preclude SCE from granting any third-party permission to use available capacity on SCE Property in ways that do not interfere with the rights granted to Licensee under this SLA.
- k. Covenants and Conditions: The Parties agree that all of the provisions of this SLA shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
- l. Invalidity of Provisions: To the extent that any terms or provisions of this SLA shall be finally determined by a court of competent jurisdiction to be invalid, (i) such invalidity shall not affect, release or modify any other terms or provisions, and (ii) in lieu of each such provision which is invalid, illegal or unenforceable, there shall be substituted or added as part of this SLA a legal, valid and enforceable provision which shall be selected to be as similar as possible, in achieving the economic and business objectives of the Parties, to such illegal, invalid or unenforceable provision.
- m. Incorporation Clause: This SLA, including attached Exhibits, incorporate all the covenants and understandings between SCE and Licensee. No other verbal agreements or understandings exist between the Parties nor shall any be binding upon either SCE or Licensee unless reduced to writing and signed by the Parties.
- n. Radio Frequency Emission ("RFE") Compliance: Licensee shall be responsible, at its sole cost and expense, for ensuring compliance with all regulations relating to RFE. SCE will cooperate with Licensee to allow Licensee to place signage at the Site appropriate and necessary to ensure compliance with RFE regulations. In addition, Licensee shall use its best efforts to minimize the RFE impact on health of workers and on future uses of the Site.
- o. Induced Voltages: Licensee hereby acknowledges that the Communication Facility it may install under the terms of this SLA may be in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines or transformers. Such installations may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are used. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions, including, but not limited to, electric shocks or other injury to individuals contacting the installations or other utilities connected to the installations (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment that is part of an installation. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what, if any, Induced Voltages mitigation measures should be undertaken regarding its Communications Equipment installations, and to implement such mitigation measures at its sole cost and expense. Further, Licensee agrees for itself and for each of its contractors, agents, licensees, invitees and employees, to save harmless and indemnify SCE, its parent, subsidiaries, and affiliated entities and their respective officers and employees from and against any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE caused by or resulting from or connected to Induced Voltages on or related to these installations.

- p. Holding Over: If Licensee remains in possession of all or any part of the Site after the SLA terminates, such tenancy shall be from month to month only and shall not be considered a renewal or extension of the SLA. Notwithstanding this, Licensee shall continue to be obligated to meet each and every term, covenant and condition contained in this SLA during any such period.
- q. Performance in Stead: Should Licensee fail to make any payment or perform any act or obligation required under this SLA, within thirty (30) days of receipt of written notice from SCE, then SCE, at its option (without any obligation to do so and without releasing Licensee from any consequences hereunder due to its failure to perform as required hereunder) may: (i) make such payment or perform such act or obligation in such manner and to such extent as SCE deems necessary to protect SCE's rights; (ii) commence, appear in and defend any action or proceeding purporting to affect SCE's rights or interests; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien that, in the sole judgment of SCE affects or may affect SCE's rights or interests; and (iv) in exercising any such powers, incur any liability and expend such reasonable amounts as SCE, in its sole discretion, may deem necessary. Licensee shall promptly reimburse, defend, and indemnify SCE against all liability, loss, cost or expense arising from its performance pursuant to this provision.
- r. Modifications: Any addition, variation or modification to this SLA shall be ineffective unless made in writing and signed by the Parties.
- s. Exhibits: Exhibits referenced herein are incorporated by said reference and may only be modified as described herein or by a written agreement of the Parties.
- t. Agreement May Be Signed in Counterparts. This SLA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming. This SLA shall not be binding upon either Licensee or SCE unless executed by AT&T.

IN WITNESS WHEREOF, Licensee and SCE have duly executed this SLA as of the day and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

A California Joint Powers Authority

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Edison Carrier Solutions

APPROVED AS TO FORM:

MARY WICKHAM
COUNTY COUNSEL

By: _____
Deputy

APPROVED AND AGREED AS TO SECTION 5 (FEES AND PAYMENTS),:

AT&T

By: _____
Name: _____
Title: _____

Date:

EXHIBIT A
PLOT PLAN DESCRIBING SITE

AND UTILITY ROUTE

SITE NAME: _____

SITE REFERENCE NO: _____

EXHIBIT B
SITE ACCESS REQUIREMENTS
TO SOUTHERN CALIFORNIA EDISON'S

SITE NAME: _____

SITE REFERENCE NUMBER: _____

Employees of Licensee or their authorized agents must have a form of identification indicating their affiliation with Licensee in order to gain access to SCE's site.

The individual requesting access must adhere to the following Procedure:

1. Licensee will fence the cell site in such a manner that it will be separated from SCE's operating property and will have its own separate access gate.
2. Notification:
 - ☐ Since the Licensee's facility is located inside the substation perimeter fence, with its own separate access gate, Licensee is required to contact an SCE representative from Substation Operations.
 - ☐ Since the site is located on property located in front of the substation and outside of the perimeter fence surrounding the substation, an SCE representative is not required to be on site during maintenance on the base equipment which can be performed with walk-in access to the site.
3. An SCE representative is not required to be on site during maintenance on the base equipment which can be performed with walk-in access to the site. If maintenance on the base equipment will require the use of heavy equipment, including but not limited to cranes, boom trucks, bucket trucks, or lift trucks, SCE must be notified 1) to determine if an observer must be present and 2) to coordinate the scheduling of this work.
4. Licensee will enter the site from _____ Street and will park in _____.
5. Licensee will comply with any environmental restrictions or conditions that are applicable to access to or use of the site.

**LICENSE AGREEMENT
FOR
EMERGENCY GENERATOR
INSTALLATION, OPERATION AND MAINTENANCE
ON [SCE FEE-OWNED] [NON-FEE-OWNED SCE] PROPERTY]**

THIS LICENSE AGREEMENT FOR EMERGENCY GENERATOR INSTALLATION OPERATION, AND MAINTENANCE ("Agreement"), effective as of _____, 20__ ("Effective Date"), is between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority ("Licensee").

RECITALS

WHEREAS, SCE and Licensee are parties to _____ Agreement No. ____ dated _____ (the "SLA"), pursuant to which Licensee operates a wireless telecommunications site at the Site described therein as _____;

WHEREAS, Licensee desires to install, operate and maintain a diesel generator to provide emergency back-up power for the Site ("Purpose"); and

WHEREAS, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, SCE does hereby give to Licensee the license to use a portion measuring ____ x ____ (____ x ____) of that certain **[real property owned in fee by SCE] [non-fee-owned SCE property]** and containing approximately _____ (____) square feet, described below and depicted on Exhibit "A" attached hereto and made a part hereof (the "Property") solely for the Purpose, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth.

AGREEMENT

1. Use: Licensee will use the Property solely for the Purpose and in strict compliance with the Use Requirements attached hereto as Exhibit "B." SCE makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Subject to the Use Requirements in Exhibit B, Licensee shall have the right to install cables, pipes and conduit between its equipment installed under the SLA and the generator.

2. Term: The initial term of this Agreement shall begin on the effective date of the SLA and terminate on the termination date of the SLA..

3. Fees.

(a) Annual License Fee: The license fee ("License Fee") for the first year is THREE-THOUSAND FIVE-HUNDRED DOLLARS (\$3,500). The License Fee shall be increased by three percent (3%) on each annual anniversary of the Effective Date.

(b) Cost Reimbursement: Licensee shall promptly reimburse SCE for all reasonable out of pocket costs incurred by SCE in performing this Agreement, including, but not limited to, site visits, drawing reviews, and construction inspections. The fees for this work will be detailed in a letter signed by both Parties prior to the commencement of any such work.

(c) Payments: All payments shall be paid to:
Southern California Edison Company
Edison Carrier Solutions
2 Innovation Way, 1st Floor
Pomona, CA 91768
Attn: Carrier Solutions – Accounts Receivable

(d) Notwithstanding anything in this Agreement to the contrary, whether expressly or by implication, SCE hereby acknowledges and agrees that all monetary obligations under this Section 3 (Fees) shall be due and payable pursuant to Section 5 (Fees and Payment) in the accompanying *Site License Agreement* between the Parties. License Fee is the obligation of AT&T solely. Neither LA-RICS nor the County of Los Angeles shall have any responsibility for any License Fee under this Agreement.

4. Insurance: Licensee shall maintain the insurance required under the Standard Agreement.

5. SCE's Use of the Property: Licensee agrees that SCE, its successors and assigns, have the right to enter upon the Property, at any time, for any purpose, and the right to conduct any activity on the Property. SCE shall not be liable to Licensee for any damages whatsoever to personal property located on the Property, except to the extent caused by the negligence or intentional misconduct of SCE or its agents, employees or contractors.

6. Licensee's Improvements: Licensee must submit, for SCE's prior written approval, complete improvement plans, including grading plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee must submit, for SCE's prior written approval, plans for any modifications to such improvements. SCE is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter SCE's rights under this Agreement or otherwise, including SCE's right to terminate in accordance with Article 27.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by its use or removal, reasonable wear and tear excepted. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without SCE's written consent until Licensee has cured such default, and SCE shall have the right to place a lien on such equipment or property.

8. Clearance Limitations: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain a minimum clearance of two (2) feet from any tower steel.

9. Access and Clearances: Licensee will provide SCE with adequate access to all of SCE's facilities on the Property and at no time will there be any interference with the free movement of SCE's equipment and materials over the Property. Unless otherwise specified in writing by SCE, Licensee will maintain the following minimum clearances at all times for locations where the diesel generator will not be located under the tower.

- A 50-foot-radius around suspension tower footings and 100-foot radius around dead-end tower footings.
- A 25-foot-radius around all steel and wood poles.
- A minimum 5' clearance from the diesel generator/fuel tank to all combustible materials.

10. Parking: Other than as required during installation, repair and maintenance of the generator, Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by SCE.

11. Flammables, Waste and Nuisances: Except as permitted under the Use Requirements attached hereto as Exhibit "B," Licensee will not, nor allow others to, place or store any flammable or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition reasonably satisfactory to SCE. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances.

12. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all federal, state, county and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

13. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Except to the extent caused by the negligence or intentional misconduct of SCE or its agents, employees or contractors, Licensee will defend, indemnify and hold SCE, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or its agents, employees or contractors. Licensee shall immediately notify SCE (the "Licensee's Notice") in the event of a hazardous materials spill at the

Property. SCE shall have the right, upon written notice to Licensee (the "SCE's Notice") within a reasonable period of time given the circumstances following Licensee's Notice (but in no event, later than ten (10) days after SCE's receipt of Licensee's Notice), to elect to perform the cleanup. However, in the event it is necessary for the cleanup to be performed within time frames shorter than that provided in the preceding sentence, or in order to prevent or to cure any immediate threat to health or public safety, SCE shall respond within twenty four (24) hours of its receipt of the Licensee's Notice. If SCE does not elect to perform the cleanup (or fails to respond to the Licensee's Notice), then Licensee shall be solely responsible to perform the cleanup (including the handling of any governmental required reporting and follow up monitoring or testing) at Licensee's sole expense. All cleanup shall be performed, at a minimum, to the extent of the minimum required regulatory standard and within the time frame required at law and/or by any regulatory agency. If SCE elects to perform the cleanup, Licensee shall reimburse SCE for the reasonable cost of the cleanup of the spill following the completion of the cleanup. All cleanup efforts shall be performed by a licensed contractor in good standing with the regulating agencies. Licensee's contractor for any cleanup performed by Licensee shall be subject to the approval of SCE, which approval shall not be unreasonably withheld, conditioned or delayed. Following the cleanup, the responsible party shall provide the other party with a summary report of the cleanup, including pre and post cleanup photos, sampling data and all waste manifests. The party performing the cleanup shall be responsible for any governmental required reporting and follow up monitoring or testing. Nothing in this Section 13 shall prohibit the party not responsible for the cleanup from reasonably participating in the cleanup.

14. Signs: Except in connection with signs and postings required by any applicable law or regulation, Licensee must obtain written approval from SCE prior to the construction or placement of any sign, signboard or other form of outdoor advertising.

15. Fencing: Licensee may install fencing on the Property with prior written approval from SCE. Licensee will ground and maintain all fencing.

16. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of SCE and will remain on and be surrendered with the Property upon termination of this Agreement.

17. Underground and Above-Ground Tanks: Except as permitted under the Use Requirements attached hereto as Exhibit "B," Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations.

18. Underground Facilities: Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle for vehicular access. Licensee will compact any earth excavated to a compaction of ninety percent (90%).

19. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

20. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any personal property and improvements of Licensee, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens caused by Licensee, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, SCE will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

21. Expense: Licensee will perform and pay all of its obligations under this Agreement at its sole cost and expense, without obligation on the part of SCE to make payment or incur cost or expense for any such matters or things.

22. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

23. Compliance with Law: In addition to the Use Requirements attached hereto as Exhibit "B," Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or

the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

24. **Governing Law:** The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

25. **Indemnification:** Except to the extent caused by the negligence or intentional misconduct of SCE or its agents, employees or contractors, Licensee shall defend, hold harmless and indemnify SCE and its parent company, affiliates, directors, officers, agents and employees against any and all costs (including reasonable attorneys' fees and costs) and claims of liability for personal injury or death and/or property damage, to the extent caused by or resulting from with the performance of, or failure to perform this Agreement by Licensee, its affiliates or contractors, except to the extent caused by the sole active negligence or intentional misconduct of SCE or its agents, employees or contractors in performing SCE's obligations under this Agreement.

26. **Limitation of Liability:** SCE SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER IN CONTRACT (INCLUDING INSURANCE), WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE SOLE ACTIVE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SCE IN PERFORMING SCE'S OBLIGATIONS UNDER THIS AGREEMENT. SCE'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID TO SCE UNDER THIS AGREEMENT, AND LICENSEE HEREBY RELEASES SCE FROM ANY LIABILITY IN EXCESS THEREOF.

27. **Termination:** This Agreement may be cancelled and terminated by either SCE or Licensee, at any time, for any reason, upon one hundred eighty (180) days notice in writing (or such lesser period of time if required by a local or state governmental agency). Licensee will peaceably quit, surrender and, prior to termination date, restore the Property to a condition satisfactory to the SCE. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass. It is understood and agreed that Licensee's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Licensee use of the Property as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to SCE in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by SCE. All rentals paid to said termination date shall be retained by SCE.

28. **Events of Default:** The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

(a) Any failure by Licensee to timely pay the License Fee set forth in Article 3, or to make any other payment required to be made by Licensee hereunder when due, and should such failure continue for ten (10) days following written notice from SCE.

(b) The abandonment (together with the failure to pay the License Fee) of the Property by Licensee.

(c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 23.

(d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.

(e) The failure by Licensee to comply in any respect with Use Requirements attached hereto as Exhibit "B," where such failure continues for thirty (30) days following written notice thereof by SCE to Licensee, or such shorter notice period required by a third party.

(f) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for thirty (30) days following written notice thereof by SCE to Licensee, or such shorter notice period required by a third party.

(g) Any attempt to exclude SCE from the licensed premises.

(h) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's

privileges hereunder where possession is not restored to Licensee within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within thirty (30) days.

29. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to SCE at law or in equity, SCE shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, SCE will have the right to remove Licensee's personal property from the Property, including but not limited to, buildings, structures and fixtures. In addition, SCE may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount reasonably necessary to compensate SCE for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement.

30. Title/Quiet Enjoyment: SCE covenants that Licensee, on paying the License Fee, shall peaceably and quietly have, hold and enjoy the Property without unreasonable interference from any party claiming by or through SCE.

31. Non-Possessory Interest: SCE retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

32. Waiver: No waiver by SCE of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. SCE's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of SCE's consent to or approval of any subsequent act by Licensee. No waiver by Licensee of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by SCE of the same or any other provision. Licensee's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensee's consent to or approval of any subsequent act by SCE.

33. Authority: This Agreement is pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which General Order No. 69-C, by this reference, is hereby incorporated herein and made a part hereof.

34. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

35. Notices: All notices hereunder must be in writing and must be delivered in person or sent by prepaid messenger, delivery service, email, or certified U.S. mail. Any notice delivered in person will be considered given on the day the notice is received by the intended recipient. Any notice sent by messenger or delivery service will be considered given on the date the messenger or delivery service guarantees delivery. Any notice sent by certified U.S. mail will be considered given on the date of delivery shown on the receipt card, or if no delivery date is shown, on the date of the postmark on the receipt card. All notices are to be given at the addresses indicated below:

If to SCE: Southern California Edison Company
Edison Carrier Solutions
2 Innovation Way, 1st Floor
Pomona, CA 91768
Phone: (909) 274-1930
Fax: (909) 274-3974
Email: ECSOrdersWireless@sce.com

If to Licensee: LA-RICS Authority
2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Executive Director

Roberto Saldana, Deputy County Counsel
Office of the County Counsel
500 West Temple Street

Los Angeles, California 90012
Phone: (213) 974-1887
Fax: (213) 613-4751
Email: RSaldana@counsel.lacounty.gov

Licensee will immediately notify SCE of any address change.

36. Recording: Licensee will not record this Agreement.

37. Complete Agreement: SCE and Licensee acknowledge that the foregoing provisions and exhibits attached hereto constitute the entire Agreement between the parties.

38. Agreement May Be Signed in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming. This Agreement shall not be binding upon either Licensee or SCE unless executed by AT&T.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

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

SOUTHERN CALIFORNIA EDISON
COMPANY, a California corporation

By: _____
Name:

By: _____
Name:

Title: _____

Title

Date: _____

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

APPROVED AND AGREED AS TO SECTION 5 (FEES AND PAYMENTS), SUBJECT TO ASSIGNMENT
AND ACCEPTANCE OF THIS SLA BY AT&T AS THE LICENSEE:

AT&T

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
LEGAL DESCRIPTION AND PLOT PLAN

SITE NAME: _____

SITE REFERENCE NUMBER: _____

EXHIBIT B GENERAL REQUIREMENTS

Licensee shall use only diesel generator/fuel tank combinations that have received a UL-2200 and UL-142 listing, with double walled fuel storage no greater than 55 gallons. The diesel engine shall conform to EPA Tier 1 non-road emission regulations.

The installation shall include a curb on the generator pad that will contain at least 55 gallons. If the equipment includes a container capable of holding fuel of 55 gallons or more, SCE may need to file an amendment to the existing SPCC plan and re-certify the facility. If recertification is required, Licensee will reimburse SCE the actual cost of obtaining the re-certification and for any site improvements needed.

The electrical generator operation sound level shall meet all local municipal and OSHA requirements. Noise surveys and studies are required for each cell site in areas near employees, and in residential and commercial areas. Noise abatement and mitigation measures recommended by the studies shall be implemented by Licensee. Licensee shall install sound enclosures, as required, to meet this criteria.

Testing of the diesel generator shall be limited to less than 30 minutes per month.

The emergency generator electrical system shall not parallel with the SCE utility system.

For refueling operations, Licensee shall install a grounding system at the fuel truck parking location. Fuel trucks shall be properly grounded for safe refueling operations in the vicinity of high voltage conductors and equipment. If used, diesel fuel trucks on SCE right of ways are to be limited to a size not to exceed 250 gallons.

ADDITIONAL REQUIREMENTS FOR TRANSMISSION INSTALLATIONS:

The generator site shall be enclosed by a minimum 6' high concrete block wall on all four sides with a locked pedestrian access gate.

For installations away from towers: A minimum 50' or 100' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

For installations under towers: A minimum 2' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

ADDITIONAL REQUIREMENTS FOR SUBSTATION INSTALLATIONS:

The diesel generator/fuel tank combination shall be enclosed with a minimum 8' concrete block wall. Barbed wire shall be provided atop of the block wall if the wall is part of the substation perimeter fence.

All local jurisdictions setback requirements shall be maintained.

A separate access to the generator site shall be provided. Access through the substation is not allowed for site maintenance or refueling.

APPROVALS

Each proposed installation will be reviewed and approved by SCE before the Licensee seeks any local, municipal, AQMD or other required approvals. Such review shall include a job walk of each proposed site by SCE and Licensee.

Licensee shall have the sole responsibility to apply for, obtain and maintain all local, municipal, AQMD or other required approvals.

Licensee shall file for all locally required Business Emergency Plans before the start of construction with the appropriate Certified Unified Programming Agency to cover disclosure of chemicals such as battery acid and diesel fuel.

Licensee shall provide the following to SCE for SCE's review and approval before SCE will issue the notice to proceed with construction:

- (i) all local, municipal, AQMD or other required approvals;
- (ii) a revised one-line diagram (showing the emergency generator, transfer switch, etc.). The transfer switch shall be of the double-throw, interlocked design (break-before-make contacts);
- (iii) electrical-engineer-stamped copies of the updated and/or revised (as the case may be) facility grounding study. The grounding system shall include the configuration and size of the grounding conductor and meet all applicable requirements for the safe and proper operation of equipment in a high voltage electrical facility. All grounding drawings shall reference the ground potential rise study used to design the grounding plan. A grounding study for an existing cell site being revised, shall show all grounding installed for the initial cell site along with the proposed modifications; and
- (iv) an environmental disturbance study.

Once SCE has approved the installation and issued the notice to proceed with construction, Licensee shall not make any modifications or alterations to the installation without SCE's prior written approval.